



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

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September 12, 2019

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate FY 2018 Fire Prevention & Safety Grant

The Department of Homeland Security has awarded the City of Detroit Fire Department with the FY 2018 Fire Prevention & Safety Grant for a total of \$287,904.76. The Federal share is 95 percent or \$287,904.76 of the approved amount, and there is a required cash match of five percent or \$14,395.24. The total project cost is \$302,300.00.

The objective of the grant is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. The funding allotted to the department will be utilized to purchase smoke detectors for installation in homes in targeted areas, a portable X-ray device for the fire inspection team, high rise fire safety training videos, and fire safety campaign literature.

If approval is granted to accept and appropriate this funding, the appropriation number is 20685, with the match amount coming from appropriation number 00064.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs
Director, Office of Development and Grants

CC:

Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department
This request has been approved by the Office of Budget

NOV 18 2019 M.T.F. to NB (JA) 3-0

RESOLUTION

Council Member _____

WHEREAS, the Detroit Fire Department is requesting authorization to accept a grant of reimbursement from the Department of Homeland Security, in the amount of \$287,904.76, to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards; and

WHEREAS, this request has been approved by the Law Department; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 20685, in the amount of \$302,300.00, which includes a cash match coming from Appropriation 00064, for the FY 2018 Fire Prevention & Safety Grant.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Derek Hillman
DETROIT, CITY OF
1301 3RD ST
DETROIT, MI 48226



EMW-2018-FP-00588

Dear Derek Hillman,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2018 Fire Prevention & Safety (FP&S) Grant funding opportunity has been approved in the amount of \$287,904.76 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5% of the Federal funds awarded, or \$14,395.24 for a total approved budget of \$302,300.00. Please see the FY 2018 FP&S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2018 FP&S Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, which appears to read "Bridget Bean", is written over a faint, circular official stamp.

Bridget Bean
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2018 Fire Prevention & Safety

Recipient: DETROIT, CITY OF

DUNS number: 058786077

Award number: EMW-2018-FP-00588

Summary description of award

The purpose of the Fire Prevention and Safety Grant Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting fire prevention programs and supporting firefighter health and safety research and development. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the Fire Prevention and Safety Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2018 Fire Prevention and Safety funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

| Object Class | Year 1 | Total |
|---------------------|---------------|--------------|
| Personnel | \$0.00 | \$0.00 |
| Fringe benefits | \$0.00 | \$0.00 |
| Travel | \$0.00 | \$0.00 |
| Equipment | \$60,000.00 | \$60,000.00 |
| Supplies | \$242,300.00 | \$242,300.00 |
| Contractual | \$0.00 | \$0.00 |
| Construction | \$0.00 | \$0.00 |
| Other | \$0.00 | \$0.00 |
| Indirect charges | \$0.00 | \$0.00 |
| Federal | \$287,904.76 | \$287,904.76 |
| Non-federal | \$14,395.24 | \$14,395.24 |
| Total | \$302,300.00 | \$302,300.00 |

2 C.F.R. § 200.308 identifies the limits to the changes that can be made and when prior approval is required from FEMA, but this provision does not apply to the breakdown by year. If you have questions about which changes require FEMA's prior approval, please contact your Grants Management Specialist.

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2018 FP&S NOFO.

Approved request details:

Fire prevention and safety activity

Fire & Arson Investigation

Fire & Arson Investigation

Other (Explain)

X-Ray digital imager

DESCRIPTION

The system combines the advantages of high-end digital X-ray technology with portability and flexibility, and is ideally suited for outdoor use.

| YEAR | QUANTITY | UNIT PRICE | TOTAL |
|-------|----------|-------------|--------------|
| 1 | 1 | \$60,000.00 | \$ 60,000.00 |
| 2 | 0 | \$0.00 | \$ 0.00 |
| TOTAL | 1 | \$60,000.00 | \$60,000.00 |

BUDGET CLASS

Equipment

Other (Explain)

Human Remains Detection (HRD) K-9/handler team

Ineligible

DESCRIPTION

To secure a K-9, train the K-9 and handler, initial certifications, lodging and transportation
Options: 1. Purchase a commercially bred/trained police dog \$30,000 (\$20,000 K-9
purchase and K-9 and handler training/ \$10,000 lodging/meals)

| YEAR | QUANTITY | UNIT PRICE | TOTAL |
|-------|----------|------------------------|------------------------|
| 1 | 1 | \$30,000.00 | \$30,000.00 |
| 2 | 0 | \$0.00 | \$0.00 |
| TOTAL | 1 | \$30,000.00 | \$30,000.00 |

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

Line item marked ineligible

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction removes ineligible costs for the K-9 (live animal) requested in the application.

Community Risk Reduction

Smoke Alarm Campaign

Other (Explain)

High Rise Fire Safety Training Videos

DESCRIPTION

Training tools to provide security, staff, workers and occupants periodic rehearsal of practices and procedures of fire safety. Providing them with a state of readiness using hands-on practice, drills and testing.

| YEAR | QUANTITY | UNIT PRICE | TOTAL |
|-------|----------|------------|-------------|
| 1 | 100 | \$50.00 | \$ 5,000.00 |
| 2 | 0 | \$0.00 | \$ 0.00 |
| TOTAL | 100 | \$50.00 | \$5,000.00 |

BUDGET CLASS

Supplies

Other (Explain)

Fire Safety Billboards

DESCRIPTION

Media billboards throughout the City. Would have the fire safety information and the "Fire everyone fight" logo.

| YEAR | QUANTITY | UNIT PRICE | TOTAL |
|-------|----------|------------|--------------|
| 1 | 30 | \$3,250.00 | \$ 97,500.00 |
| 2 | 0 | \$0.00 | \$ 0.00 |
| TOTAL | 30 | \$3,250.00 | \$97,500.00 |

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Year 2 quantity from **30** to **0**

Year 2 price from **\$3,250.00** to **\$0.00**

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction is because the amount requested in the application exceeds the amount that can reasonably be expected to be expended within the grant award's period of performance.

Other (Explain)

Smoke Detectors

DESCRIPTION

Nuisance free and hassle free 10-year smoke alarm. It's two types of protection in one alarm. Featuring a prolonged lifespan of ten years, this model utilizes a ten year sealed battery that ensures a decade's worth of uninterrupted awareness. The 10 year sealed lithium battery, eliminates annoying low battery chirps and costly battery replacements for the 10-year life of the alarm.

| YEAR | QUANTITY | UNIT PRICE | TOTAL |
|-------|----------|------------|--------------|
| 1 | 5,000 | \$16.00 | \$ 80,000.00 |
| 2 | 0 | \$0.00 | \$ 0.00 |
| TOTAL | 5,000 | \$16.00 | \$80,000.00 |

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Year 2 quantity from 5,000 to 0

Year 2 price from \$16.00 to \$0.00

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction is because the amount requested in the application exceeds the amount that can reasonably be expected to be expended within the grant award's period of performance.

Other (Explain)

Smoke Alarm Detector Campaign Literature

DESCRIPTION

The Smoke Alarm Campaign Literature is part of our comprehensive smoke detector campaign to prevent fires, and if a fire should occur the means to quickly and safely escape a fire once the detector sounds. The Smoke Alarm Campaign Literature be purchased and utilized as follows: Escape Drill in the Home 10,000 Fire Safety Check list 10,000 Smoke Detector Installation Waivers 8,000 Fire Safety Guides 10,000 Fire Safety Coloring Books 10,000

| YEAR | QUANTITY | UNIT PRICE | TOTAL |
|-------|----------|------------|--------------|
| 1 | 24,000 | \$1.00 | \$ 24,000.00 |
| 2 | 0 | \$0.00 | \$ 0.00 |
| TOTAL | 24,000 | \$1.00 | \$24,000.00 |

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Year 2 quantity from 24,000 to 0

Year 2 price from \$1.00 to \$0.00

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction is because the amount requested in the application exceeds the amount that can reasonably be expected to be expended within the grant award's period of performance.

Other (Explain)

Carbon Monoxide Detector

DESCRIPTION

The AC/DC Plug-In Electrochemical Carbon Monoxide Alarm with 9V Battery Backup meets our state's codes for carbon monoxide alarms. This model allows for an easy installation as it can be plugged in wherever necessary. The detector is the perfect solution because we do not have the capability to hard wire a carbon monoxide detector. We will be able to protect more of our residents using this CO detector, because it can simply be plugged in. Equipped with a 9V battery backup, the CO detector will operate smoothly even during a power outage.

| YEAR | QUANTITY | UNIT PRICE | TOTAL |
|-------|----------|------------|--------------|
| 1 | 1,000 | \$23.00 | \$ 23,000.00 |
| 2 | 0 | \$0.00 | \$ 0.00 |
| TOTAL | 1,000 | \$23.00 | \$23,000.00 |

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Year 2 quantity from 1,000 to 0

Year 2 price from \$23.00 to \$0.00

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction is because the amount requested in the application exceeds the amount that can reasonably be expected to be expended within the grant award's period of performance.

Other (Explain)

Senior Citizen Educations Training

DESCRIPTION

This Community planning and education will provide fire evacuation safety training at no cost to Senior Citizen communities in the City of Detroit. To make people aware of fire prevention procedures and practices. What to do and not to do in an emergency situation. The 2 hour training includes 1 hour of NFPA fire safety training and 1 hour of evacuation drill training

| YEAR | QUANTITY | UNIT PRICE | TOTAL |
|-------|----------|------------|--------------|
| 1 | 50 | \$256.00 | \$ 12,800.00 |
| 2 | 0 | \$0.00 | \$ 0.00 |
| TOTAL | 50 | \$256.00 | \$12,800.00 |

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Year 2 quantity from 50 to 0**Year 2 price from \$256.00 to \$0.00**

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction is because the amount requested in the application exceeds the amount that can reasonably be expected to be expended within the grant award's period of performance.

Agreement Articles

Program: Fiscal Year 2018 Fire Prevention & Safety

Recipient: DETROIT, CITY OF

DUNS number: 058786077

Award number: EMW-2018-FP-00588

Table of contents

| | |
|---------------|---|
| Article 1 | Assurances, Administrative Requirements, Cost Principles, Representations and Certifications |
| Article 2 | DHS Specific Acknowledgements and Assurances |
| Article 3 | Acknowledgement of Federal Funding from DHS |
| Article 4 | Activities Conducted Abroad |
| Article 5 | Age Discrimination Act of 1975 |
| Article 6 | Americans with Disabilities Act of 1990 |
| Article 7 | Best Practices for Collection and Use of Personally Identifiable Information (PII) |
| Article 8 | Civil Rights Act of 1964 – Title VI |
| Article 9 | Civil Rights Act of 1968 |
| Article 10 | Copyright |
| Article 11 | Debarment and Suspension |
| Article 12 | Drug-Free Workplace Regulations |
| Article 13 | Duplication of Benefits |
| Article 14 | Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX |
| Article 15 | Energy Policy and Conservation Act |
| Article 16 | False Claims Act and Program Fraud Civil Remedies |
| Article 17 | Federal Debt Status |
| Article 18 | Federal Leadership on Reducing Text Messaging while Driving |
| Article 19 | Fly America Act of 1974 |
| Article 20 | Hotel and Motel Fire Safety Act of 1990 |
| Article 21 | Limited English Proficiency (Civil Rights Act of 1964, Title VI) |
| Article 22 | Lobbying Prohibitions |
| Article 23 | National Environmental Policy Act |
| Article 24 | Nondiscrimination in Matters Pertaining to Faith-Based Organizations |

| | | |
|---------|---|----|
| Article | Non-supplanting Requirement | 25 |
| Article | Notice of Funding Opportunity Requirements | 26 |
| Article | Patents and Intellectual Property Rights | 27 |
| Article | Procurement of Recovered Materials | 28 |
| Article | Rehabilitation Act of 1973 | 29 |
| Article | Reporting of Matters Related to Recipient Integrity and Performance | 30 |
| Article | Reporting Subawards and Executive Compensation | 31 |
| Article | SAFECOM | 32 |
| Article | Terrorist Financing | 33 |
| Article | Trafficking Victims Protection Act of 2000 | 34 |
| Article | Universal Identifier and System of Award Management (SAM) | 35 |
| Article | USA Patriot Act of 2001 | 36 |
| Article | Use of DHS Seal, Logo and Flags | 37 |
| Article | Whistleblower Protection Act | 38 |
| Article | Acceptance of Post Award Changes | 39 |
| Article | Prior Approval for Modification of Approved Budget | 40 |
| Article | Disposition of Equipment Acquired Under the Federal Award | 41 |
| Article | Environmental Planning and Historic Preservation | 42 |

Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget(OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances -Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations(C.F.R) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

Article 3 Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4 Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5 Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article 8 Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101).

Article 13 Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15 Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 16 False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act, 31 U.S.C. § 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article 17 Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 18 Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article 19 Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 20 Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. § 2225.

Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidancepublished-help-department-supported-organizations-provide-meaningfulaccess-people-limited> and additional resources on <http://www.lep.gov>.

Article 22 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 23 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25 Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26 Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated hereby reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 27 Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 28 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 29 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 31 Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 33 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 34 Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) codified as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 35 Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 36 USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

Article 37 Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 38 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

| | | | | | | |
|--|---|--|---|---|----------------------------|--|
| 1. Agreement No. EMW-2018-FP-00588 | 2. Amendment No. N/A | 3. Recipient No. 38-6004606 | 4. Type of Action AWARD | 5. Control No. WX02678N2019T | | |
| 6. Recipient Name and Address DETROIT, CITY OF 1301 3RD ST DETROIT, MI 48226 | | 7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646 | | 8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742 | | |
| 9. Name of Recipient Project Officer Eric Jones | | 9a. Phone No. 3135962901 | 10. Name of FEMA Project Coordinator Fire Prevention and Safety Grant Program | 10a. Phone No. 1-866-274-0960 | | |
| 11. Effective Date of This Action 09/04/2019 | 12. Method of Payment OTHER - FEMA GO | 13. Assistance Arrangement COST SHARING | | 14. Performance Period 09/11/2019 to 09/10/2020 Budget Period 09/11/2019 to 09/10/2020 | | |
| 15. Description of Action a. (Indicate funding data for awards or financial changes) | | | | | | |
| Program Name Abbreviation | Assistance Listings No. | Accounting Data (ACCS Code) | Prior Total Award | Amount Awarded This Action + or (-) | Current Total Award | Cumulative Non-Federal Commitment |
| FP&S | 97.044 | 2019-F8-GB01 - P431-xxxx-4101-D | \$0.00 | \$287,904.76 | \$287,904.76 | \$14,395.24 |
| Totals | | | \$0.00 | \$287,904.76 | \$287,904.76 | \$14,395.24 |
| b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A | | | | | | |
| 16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements | | | | | | |

| | |
|--|-------------------|
| 17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) | DATE |
| 18. FEMA SIGNATORY OFFICIAL (Name and Title) | DATE |
| Bridget Bean, Acting Assistant Administrator Grant Programs Directorate | 09/04/2019 |



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1026
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

36

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October 2, 2019

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept FY 2020 Auto Theft Prevention Authority (ATPA) – Oakland County Grant

The Michigan State Police have awarded the City of Detroit Police Department with the FY 2020 Auto Theft Prevention Authority (ATPA) – Oakland County Grant for a total of \$55,001.00. The State share is \$55,001.00 of the approved amount, and there is a required cash match of \$36,666.00. The total project cost is \$91,667.00. The grant period is October 1, 2019 through September 30, 2020.

The objective of the grant is to implement innovative programs to address auto theft and fraud in partnership with Oakland County Sheriff's Office. The funding allotted to the department will be utilized to pay for salaries, fringe benefits and overtime for police officers. This is a reimbursement grant.

I respectfully ask your approval to accept in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs
Director, Office of Development and Grants

CC:
Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department

NOV 18 2019
NOV 18 2019 M.T.F. to NB (RM) 3-0

RESOLUTION

Council Member _____

WHEREAS, the Detroit Police Department is requesting authorization to accept a grant of reimbursement from the Michigan State Police, in the amount of \$55,001.00, to implement innovative programs to address auto theft and fraud in partnership with Oakland County Sheriff's Office; and

WHEREAS, the Grant was adopted in the FY 2020 budget under appropriation 20604; and

WHEREAS, this request has been approved by the Law Department; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit.

**2020 AUTOMOBILE THEFT PREVENTION AUTHORITY GRANT
SUBRECIPIENT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
CITY OF DETROIT**

This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Detroit, a Michigan Municipal Corporation ("Municipality").

PURPOSE OF AGREEMENT. The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds for expenses that it incurs related to the Oakland County Auto Theft Program (ATPA), a multijurisdictional auto theft prevention and recovery task force under the direction and supervision of the Oakland County Sheriff's Office ("O.C.S.O.").

Under the Parties' separate ATPA agreement, the Municipality is responsible for providing a full-time employee for participation in ATPA and for all costs associated with that employment.

The County has entered into a Grant agreement (Exhibit A) with the State of Michigan ("State") where the County is eligible to receive reimbursement for qualifying ATPA-related costs.

The County intends to use a portion of the Grant funds to reimburse the municipality, as described below, subject to the terms and conditions of this agreement.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
 - 1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, or the County's or Municipality's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.
 - 1.2. **Grant** means the 2020 Automobile Theft Prevention Authority Grant, (Exhibit A).
2. **EXHIBITS.** The Exhibits listed below are incorporated and are part of this Agreement.
 - 2.1. **Exhibit A** – 2020 Automobile Theft Prevention Authority Grant.
 - 2.2. **Exhibit B** – Memorandum of Agreement and participating local police departments.

3. COUNTY RESPONSIBILITIES.

- 3.1. The County will reimburse the Municipality, up to 60% of the total, for qualifying ATPA-related overtime including ATPA officers' salaries, fringe benefits, overtime, vehicle usage, cell phone, MAATI and IAATI dues, as described in the Grant agreement (Exhibit A).
- 3.2. The Municipality will comply with all terms and conditions set forth in the Grant agreement (Exhibit A), including, but not limited to, the following certification:
 - a. The Municipality is not presently disbarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Has not within a three-year period preceding this application been convicted of or has a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

4. **TERM.**

- 4.1. This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed according to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. This Agreement and any amendments hereto shall end three (3) years from the date the Grant period is closed.

5. **ASSURANCES.**

- 5.1. Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.
- 5.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 5.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

6. **TERMINATION OF AGREEMENT.** Either Party may terminate this Agreement upon thirty (30) days notice to the other Party. The effective date of termination shall be clearly stated in the notice.

7. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

8. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

9. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

10. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

11. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

12. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

13. **SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
14. **CAPTIONS.** The section and subsection numbers and captions in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers and captions shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
15. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
- 15.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Sheriff's Office, Fiscal Officer, 1200 N. Telegraph, Bldg. 38E, Pontiac, Michigan 48341.
- 15.2. If Notice is sent to the Political Subdivision, it shall be addressed to: City of Detroit, 20 Atwater, Detroit, Michigan 48226
- 15.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
16. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
17. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.
18. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the County to the terms and conditions of this Agreement.

EXECUTED: _____ **DATE:** _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ **DATE:** _____
Printed Name:
Title:

IN WITNESS WHEREOF, _____, acknowledges that he/she has been authorized by a resolution of the Municipality's governing body, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: _____ **DATE:** _____
Printed Name:
Title:

WITNESSED: _____ **DATE:** _____
Printed Name:
Title:

**COUNTY OF OAKLAND SHERIFF DEPARTMENT
OAKLAND COUNTY AUTO THEFT SQUAD (OCAT)
COMBINED BUDGET DETAIL
G-8-20**

| | 2019 | 2020 | | Percent |
|---|-----------|-------------|--------------|-----------|
| | BUDGET | APPLICATION | BUDGET | 60% |
| | | BUDGET | MODIFICATION | ATPA |
| | | | RECOMM | SHARE |
| SWORN EMPLOYEES | | | | |
| (6) Oakland Co. Deputies & (1) Sgt. | 525,169 | 535,670 | 535,670 | 321,402 |
| Employees Benefits: | 335,492 | 352,424 | 352,424 | 211,454 |
| Overtime | 105,036 | 107,136 | 107,136 | 64,282 |
| (1)Hazel Park PD-Detective | 64,669 | 64,834 | 64,834 | 38,900 |
| Employees Benefits: | 25,879 | 29,250 | 29,250 | 17,550 |
| Overtime | 19,401 | 19,452 | 19,452 | 11,671 |
| (1)Royal Oak PD -Officer | 67,578 | 69,268 | 69,268 | 41,561 |
| Employees Benefits: | 61,052 | 77,028 | 77,028 | 46,217 |
| Overtime | 13,515 | 13,854 | 13,854 | 8,312 |
| (1)Farmington Hills PD-Detective | 74,704 | 76,198 | 76,198 | 45,719 |
| Employees Benefits: | 50,860 | 51,851 | 51,851 | 31,111 |
| Overtime | 14,940 | 15,240 | 15,240 | 9,144 |
| (1) Detroit PD-Detective | 57,678 | 57,678 | 57,678 | 34,607 |
| Employees Benefits: | 18,711 | 18,711 | 18,711 | 11,227 |
| Overtime | 15,278 | 15,278 | 15,278 | 9,167 |
| (1)Southfield-Detective | 69,370 | 70,757 | 70,757 | 42,454 |
| Employees Benefits: | 77,494 | 77,494 | 77,494 | 46,496 |
| Overtime | 13,874 | 14,151 | 14,151 | 8,491 |
| TOTAL SWORN EMPLOYEES | 1,610,700 | 1,666,274 | 1,666,274 | 999,764 |
| OTHER EMPLOYEES | | | | |
| (1) Admin Asst. - Part-time Deputy - Oakland CO | 22,831 | 22,830 | 22,830 | 13,698 |
| Employees Benefits | 1,591 | 1,647 | 1,647 | 988 |
| TOTAL OTHER EMPLOYEES | 24,422 | 24,477 | 24,477 | 14,686 |
| VEHICLES | | | | |
| (11) vehicles at \$12,000 | 70,000 | 132,000 | 132,000 | 79,200 |
| (1) Farmington Hills vehicle Usage | 10,000 | 20,000 | 20,000 | 12,000 |
| | 10,000 | | - | - |
| | 10,000 | | - | - |
| | 10,000 | | - | - |
| | 10,000 | | - | - |
| TOTAL VEHICLES | 120,000 | 152,000 | 152,000 | 91,200 |
| FIELD OPERATIONS | | | | |
| Inv. Supplies | 3,600 | 7,200 | 7,200 | 4,320 |
| Cell Phones | - | 1,500 | 1,500 | 900 |
| MAATI and IAATI dues | 780 | 730 | 730 | 438 |
| Conference Training | 12,000 | 24,000 | 24,000 | 14,400 |
| Maintenance for LPR | 6,132 | 2,240 | 2,240 | 1,344 |
| 2 GPS Tracker Units | 11,550 | 2,046 | 2,046 | 1,228 |
| | - | - | - | - |
| | - | - | - | - |
| TOTAL FIELD OPERATIONS | 34,062 | 37,716 | 37,716 | 22,630 |
| OFFICE OPERATIONS | | | | |
| Supplies | 2,400 | 4,800 | 4,800 | 2,880 |
| Cell Phones | 8,910 | 8,910 | 8,910 | 5,346 |
| Office phones | | | - | - |
| Furniture (for move - one time cost) | | | - | - |
| Cable and Telephone Wiring | | | - | - |
| TOTAL OFFICE OPERATIONS | 11,310 | 13,710 | 13,710 | 8,226 |
| GRAND TOTAL | 1,800,494 | 1,894,177 | 1,894,177 | 1,136,506 |
| REIMBURSEMENT PERCENT | 60% | | | 60% |



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1026
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

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September 26, 2019

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate FY 2020 Auto Theft Prevention Authority (ATPA) Grant

The Michigan State Police has awarded the City of Detroit Fire Department with the FY 2020 Auto Theft Prevention Authority (ATPA) Grant for a total of \$178,292.00. The State share is \$178,292.00 of the approved amount, and there is a required cash match of \$118,861.00. The total project cost is \$297,153.00. The grant period is October 1, 2019 through September 30, 2020.

The objective of the grant is to implement innovative programs to address auto theft and fraud. The funding allotted to the department will be utilized to help the department stop car-jacking, embezzlement, and other auto-related crimes. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20692, with the match amount coming from appropriation number 00065.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs
Director, Office of Development and Grants

CC:
Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department
This request has been approved by the Office of Budget

NOV 18 2019 M, T, F. to NB (JA) 3-2

RESOLUTION

Council Member _____

WHEREAS, the Detroit Fire Department is requesting authorization to accept a grant of reimbursement from the Michigan State Police, in the amount of \$178,292.00, to implement innovative programs to address auto theft and fraud; and

WHEREAS, this request has been approved by the Law Department; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director for the Office of Development and Grants is hereby authorized to sign the grant agreement on behalf of the City of Detroit, and that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 20692, in the amount of \$297,153.00, which includes a cash match coming from Appropriation 00065, for the FY 2020 Auto Theft Prevention Authority (ATPA) Grant.

AUTO THEFT PREVENTION AUTHORITY (ATPA) GRANT CONTRACT

AUTHORITY: MCL 600.6105; COMPLIANCE: Voluntary, however, failure to complete will result in cancellation of grant/loss of funds.

Scan and email one complete copy with original signatures to the ATPA by September 30, 2019 at MSPATPA@michigan.gov. Do not send a paper copy.

| I. Award Information | | | |
|--|---|--|-------------------|
| Name of Grantee/Fiduciary Detroit Fire Department | | Project Title/Acronym Combating Vehicle Arson Fraud | |
| Address 1301 Third Street | City Detroit | State MI | ZIP Code 48226 |
| Total Grant Award \$297,153 | ATPA Award \$178,292 | Match Requirement \$118,861 | |
| Grant Period Start Date October 1, 2019 | Grant Period End Date September 30, 2020 | Project Number 04-20 | |
| Authorized Official Chief Patrick McNulty | Project Director Mr. Derek Hillman | Financial Contact Ms. La Tonya Finley | |

II. Contract Conditions and Requirements

Grant Award

The ATPA grant award is to be utilized solely for the benefit of motor vehicle theft prevention programs and initiatives.

The ATPA will only reimburse expenditures incurred during the grant period of October 1, 2019, to September 30, 2020.

The project number (listed above in Award Information) must be included on all correspondence addressed to the ATPA regarding this grant.

A change in authorized official, project director, financial contact, participating agency, personnel assigned to the team, or budget line item change requires a Project Modification Request (GRANTS-034), which can be downloaded from the ATPA website at www.michigan.gov/atpa.

The authorized official and financial officer will serve without compensation from the ATPA grant award.

Any amount of the grant award received, or forfeiture funds generated as a result of motor vehicle theft prevention activities shall be used to enhance motor vehicle theft prevention programs or initiatives. Forfeiture funds include, but are not limited to, forfeiture of cash and receipts from the sale of property.

Public communications materials, news releases, or training announcements that result from this grant must cite the "Auto Theft Prevention Authority" as the source of funding. Copies of the materials or news releases **must** be sent to the ATPA at least five days prior to publishing, and the ATPA reserves the right to make any necessary edits. The ATPA also has the royalty-free right to copy, publish, and distribute any data or material associated with this grant.

Law enforcement personnel funded by the ATPA grant award shall dedicate 100 percent of their regular work hours conducting ATPA grant-related duties. Prosecuting attorneys who designate a portion of their time for ATPA activities will dedicate 100 percent of their designated time to ATPA grant related duties. This will be reflected in daily logs which will be made available for on-site monitoring by ATPA personnel.

The grantee agrees to return all unexpended grant funds to the ATPA within 60 days after the project is completed. The check shall be made payable to the "State of Michigan."

Reporting

Failure to comply with any reporting responsibilities identified in this contract may result in withholding grant payment(s) or the cancellation of the grant award. The grantee's lack of compliance will also be taken into account when considering future grant applications and awards from the ATPA.

All grantees must comply with the requirements of the Uniform Crime Reporting (UCR) System Act, 1968 PA 319, as amended. This act requires county sheriffs' departments, as well as city, village, and township police departments, to submit monthly UCR data.

The Progress Report (GRANTS-037), Financial Report (GRANTS-035), and Expenditure Detail (GRANTS-036), can be downloaded from the ATPA website at www.michigan.gov/atpa. The grantee agrees to submit reports in accordance with the schedule referenced in this contract.

All grant-funded employees, including employees of subgrantees, will complete and submit an Employee Time Certification (GRANTS-038). Grantees will submit GRANTS-038 to the ATPA annually via email to MSPATPA@michigan.gov.

All projects must maintain adequate supporting documentation for financial and progress reports submitted to the ATPA. Failure to provide adequate supporting documentation may adversely affect current-year reimbursements and future ATPA grant requests.

ATPA Teams

The grantee will serve as the fiduciary for the ATPA grant. The fiduciary will be responsible for receiving grant funds, distributing funds to participating team members, and receiving and compiling reports from team members. The grantee will submit grant reports according to the schedule referenced in this contract, as well as those specially requested by the ATPA.

When an agency withdraws an employee from an ATPA team, the ATPA approved budget for that position will remain with the ATPA team. The project director must inform the ATPA when the withdrawal occurs by completing the Project Modification Request (GRANTS-034). The vacant position must be replaced within 30 days or the position will be unfunded unless an extension request has been approved in writing.

Participating agencies are expected to participate on the ATPA team that received the grant award for the entire grant period. Participating agencies that withdraw personnel from the ATPA team before the end of the grant period will be reimbursed based upon the percentage of the grant period in which they participated. The ATPA Board of Directors reserves the right to deny future grant awards based on agency participation.

All personnel who are funded by an ATPA team must have their activities approved by the team commander.

III. Program and Financial Review

On-Site Monitoring and Payments

ATPA staff will schedule appointments with grantees in order to conduct on-site monitoring and grantees must accept these appointments.

Grantees must maintain separate accounting records to document grant revenues and expenditures.

This grant is reimbursement only (excluding non-profit organizations). Grantees must document that expenditures have been paid by local sources before requesting reimbursement from the ATPA.

Supporting documentation which must be submitted with the financial report is as follows:

- **Time and Attendance:** Payroll expenditures must be supported by employee's earning history, attendance sheet, time sheet, payroll register, and duty log. These records must be retained and made available to ATPA staff during on-site monitoring.
 - o Law Enforcement and Prosecutors Only - Attach the monthly duty logs to the Financial Report (GRANTS-035) when submitted.
- **Fringe Benefits and Overtime:** Retain a copy of cost allocations for fringe benefits charged to the ATPA program.
 - o Law Enforcement and Prosecutors Only - Each person's overtime hours must not exceed twenty percent of the person's actual regular hours worked. For grantees only paying overtime, this limit does not apply.
- All payments for expenditures (e.g., utilities, office rent, copier use, vehicle lease/rent, cell phones) must be supported by an actual invoice or the method of determining cost.
- **Equipment Procurement Procedures/Consultant/Contractual Service:** Grantees must attach a copy of the actual invoice or the method of determining cost.

Payment Procedure: For non-profit organizations only, advance payment, with exception, will be based on prior experience and budget limitations. The ATPA agrees to provide the agency with an advance as needed, up to 90 percent of the total ATPA share. Non-profit organizations must submit the Financial Report (GRANTS-035) to request an advance payment. Non-profit organizations acknowledge that upon receipt of this advance, a liability due to the ATPA will be established. The liability will be reduced as expended and reported to the ATPA. Any unexpended funds shall be promptly returned to the ATPA.

- Advances are conditional upon receipt of financial and progress reports completed in accordance with grant conditions. The final payment will be made on a reimbursement basis.

All grantees must sign up through the online SIGMA Self Service vendor registration process to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by the Management and Budget Act, 1984 PA 431, MCL 18.1283a. Vendor registration information is available on the Michigan Department of Technology, Management and Budget's (DTMB) website located at www.michigan.gov/SIGMAVSS.

Should the grantee discover an error in a previous reimbursement request, the grantee shall immediately notify the ATPA and refund the ATPA any funds not authorized for use under this contract and any payments or funds advanced to the grantee in excess of allowable reimbursable expenses.

Mileage Expense for Non-profit Organizations: Limited to the grantee's established mileage reimbursement allowance for non-federally funded activities, not to exceed the ATPA approved budget amount. Grantees must provide supporting documentation for these expenses.

Vehicle Usage/Rental Expenses for Law Enforcement and Prosecutors: Limited to the grantee's established reimbursement policy for non-federally funded activities, not to exceed the ATPA approved budget amount.

IV. Criminal or Administrative Investigations/Charges

If any employee of the grantee/subgrantee associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this contract, the grantee shall immediately notify the ATPA's Executive Director in writing that such an investigation has been initiated or that a charge has been issued.

V. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)

Pursuant to Executive Order 12549 (Debarment and Suspension) and implemented at 2 C.F.R. Part 2867 for prospective participants in primary covered transactions as defined at 28 C.F.R. Part 2867, Section 2867.20(a) the grantee certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, or making false statements, or receiving stolen property;
- Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law; and
- Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

VI. Suspension/Termination

The ATPA and/or the grantee may suspend and/or terminate this contract without further liability or penalty to the ATPA for any of the following reasons:

- Failure to comply with any of the terms of this contract. Suspension requires immediate action by the grantee to comply with the terms of this contract; otherwise, termination by the ATPA may occur.
- Failure of the grantee to make satisfactory progress toward the measurable objectives set forth in this contract.
- Filing false certification in this contract or other report or document.

This contract may be terminated by either party by giving 15-days written notice to the other party. Such written notice will provide valid, legal reasons for termination, along with the effective date of termination.

This contract may be terminated immediately if the grantee, an official of the grantee, or an owner is convicted of any activity referenced in Section IV of this contract during the term of this contract or any extension thereof.

Should this contract be terminated by either party, within 30 days after the termination, the grantee shall provide the ATPA with all financial, performance, and other reports required as a condition of this contract. The ATPA will make payments to the grantee for allowable reimbursable costs not covered by previous payments. The grantee shall immediately refund to the ATPA any funds not authorized for use and any payments or funds advanced to the grantee in excess of allowable reimbursable expenditures.

VII. Liability

All liability to third parties; loss or damage as a result of claims; and demands, costs, or judgments arising out of activities such as direct service delivery to be carried out by the grantee in the performance of this contract shall be the responsibility of the grantee and not the responsibility of the ATPA if the liability, loss, or damage is caused by or arises out of the actions or failure to act on the part of the grantee, any subgrantee, or anyone directly or indirectly employed by the grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the grantee or its employees by statute or court decisions.

All liability to third parties; loss, or damage as a result of claims; demands, costs, or judgments arising out of activities such as the provision of policy and procedural direction to be carried out by the ATPA in the performance of this contract shall be the responsibility of the ATPA and not the responsibility of the grantee if the liability, loss, or damage is caused by or arises out of the action or failure to act on the part of any ATPA employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the ATPA), or employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the grantee and ATPA in fulfillment of their responsibilities under this contract, such liability, loss, or damage shall be borne by the grantee and the ATPA in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the grantee, the state of Michigan, its agencies (the ATPA), or their employees, respectively, as provided by statute or court decisions.

It is specifically understood and agreed that, if the State of Michigan or any County is party to this contract, nothing in this Section will require such party to indemnify any other party or entity in any litigation that may arise from the performance of this contract. This is not to be construed as a waiver of governmental immunity.

VIII. Eligible Expenditures

All eligible expenditures listed below with identified amounts are the ATPA portion; agencies are responsible for appropriate match as identified in Section I. Any expenditure not detailed below must have approval from the ATPA prior to acquisition/purchase.

- Regular salaries.
- Longevity costs.
- Fringe benefits (FICA, unemployment, workers compensation, retirement, life, medical, dental and vision insurance).
- Overtime hours. Hours must not exceed 20 percent of the total sworn employees' budgeted salary/fringe amount. This amount is cumulative for the team and can be utilized at the teams' discretion. For grantees only paying overtime, this limit does not apply.
- Travel and meals. Travel outside normal territory, not to exceed \$1,000 per employee/per year.
- Vehicle operation cost. Not to exceed:
 - o Law enforcement agency - Calculated at \$10,000 per employee/per year. Costs
- are cumulative, not limited per employee. Only vehicles engaged in road patrols/investigations are eligible.
- o Prosecutor's office - \$750 per assistant prosecuting attorney/per year for mileage and parking reimbursement.
- o Non-profit organization - \$1,500 per employee/per year for mileage reimbursement.
- Office space or utilities. Requires prior approval.
- Office furniture. Requires prior approval.
- Copier purchase/usage. Not to exceed:
 - o Law enforcement agency - \$1,200 per year.
 - o Prosecutor's office - \$1,200 per year.
 - o Non-profit organization - \$2,400 per year.
- Phone installation. Prior approval is required.

- Landline phone purchase/usage. Not to exceed:
 - o Law enforcement agency and prosecutor's office - \$750 per person/per year.
 - o Non-profit organization - \$1,500 per year.
- Office supplies. Not to exceed \$200 per year/per person.
- Investigative supplies for law enforcement agency (sworn employees only). Not to exceed \$300 per year/per person.
- Computer purchase. Prior approval is required.
- Cell phone purchase/usage. Prior approval is required.
- Motor vehicle theft-related association dues, including dues to the International Association of Automobile Theft Investigators and Michigan Association of Vehicle Theft Investigators.
- Training or conference for educational purposes relating to vehicle theft/fraud investigations. Prior approval is required.

IX. Ineligible Expenditures

This is not an all-inclusive list. Prior approval is required for any expenditure(s) not listed below.

- Inordinate fringes, including, but not limited to, lump sum payments (e.g., banked sick/vacation time, bonuses, pensions, health benefits, and holiday pay).
- Health care benefit waiver bonuses.
- Indirect costs.
- Expenditure(s) incurred before or after the grant period.
- Any administrative costs not directly related to the administration of this grant.
- In-car terminals and system.
- Law Enforcement Information Network (LEIN) usage fees.
- Vehicle, liability, or professional insurance.
- Non-motor vehicle theft-related membership and agency dues.
- Entertainment.
- Expenditures in excess of approved budget.
- Clothing/cleaning/gun allowance.
- Emergency response compensation.
- Show-up pay.
- Educational incentives (e.g., college courses and trade schools).
- First-class travel.
- Costs incurred applying for this grant (e.g., consultants, grant writers).
- Personnel, including law enforcement officers, not connected to the project to which this grant refers.
- Fundraising and any associated salaries or expenses.
- Legal fees.
- Purchase of promotional items unless prior approval is received in writing.
- Contributions and donations.
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with military arsenal.
- Construction costs and/or renovation, including remodeling.
- Expert witness fees.
- Weapons, including tasers.
- Conducting law enforcement operations with the intent of generating revenue for personal or agency gain through deceitful, fraudulent, unethical, or illegal methods.

X. Law Enforcement Objectives

- Reduce the number of motor vehicle thefts in your grant area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved, and reducing false motor vehicle theft reports.
- Reduce the economic gain associated with motor vehicle theft by recovering stolen vehicles/parts/equipment and by identifying fraudulent insurance activity.
- Recover more in stolen vehicles/parts/equipment value than the total approved grant award from the ATPA.

- Comply with ATPA guidelines/policies/conditions and UCR requirements for submission of data.
- Maintain clear and reliable documentation for the project's performance activity and financial expenditures.
- Following auction, report to the ATPA the dollar amount deposited into the forfeiture account on the Progress Report (GRANTS-037).
- A team member shall attend regular meetings for area detectives and insurance investigators, including participation in the Anti Car Theft (ACT) meetings. Please note that email correspondence will be accepted in lieu of physical attendance.

XI. Law Enforcement Evaluation Criteria (See Section XVII. Arrest Ranking)

- | | |
|---|--|
| - Number of 14 point motor vehicle theft (MVT) related arrests. | - Number of passenger vehicles recovered. |
| - Number of 12 point MVT related arrests. | - Dollar value of passenger vehicles recovered. |
| - Number of ten point MVT related arrests. | - Number of other vehicles recovered. |
| - Number of eight point MVT related arrests. | - Dollar value of other vehicles recovered. |
| - Number of six point MVT related arrests. | - Number of parts/equipment recovered. |
| - Number of four point MVT related arrests. | - Dollar value of parts/equipment recovered. |
| - Number of two point MVT related arrests. | - Number of commercial vehicles recovered. |
| - Number of insurance fraud related arrests. | - Dollar value of commercial vehicles recovered. |
| | - Dollar amount deposited into forfeiture account. |

XII. Prosecutor Objectives

- Provide full-time access to the judicial system for the ATPA task forces in the grant area and provide opportunities to informally discuss cases and legal issues.
- Vertically prosecute all selected motor vehicle theft related cases.
- Maintain a policy of plea bargaining only when absolutely necessary.
- Achieve an overall conviction rate of 80 percent.
- Achieve a trial conviction rate of 70 percent.
- Strive for maximum sentence lengths for defendants.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XIII. Prosecutor Evaluation Criteria

- | | |
|--|--|
| - Number of cases initiated. | - Number of cases disposed by trial (jury/judge). |
| - Number of preliminary exams held. | - Number of defendants convicted on original charge. |
| - Number of preliminary exams waived. | - Number of defendants convicted on reduced charge. |
| - Number of cases disposed pre-trial. | - Number of defendants incarcerated. |
| - Number of defendants who pled guilty to original charge. | - Number of defendants fined/placed on probation. |
| - Number of defendants who pled guilty to lesser included offense. | - Dollar amount of restitution ordered. |
| - Number of plea bargain dismissals. | - Number of defendants convicted of insurance fraud. |
| - Number of other dismissals. | |

XIV. Non-Profit Organization Objectives

- Conduct 15 motor vehicle theft awareness education programs/seminars (minimum of 20 attendees each).
- Etch 200 vehicles.

- Distribute 1,500 ATPA approved auto theft preventative fliers/brochures regarding motor vehicle theft prevention.
- Write and publish no less than 5 articles about motor vehicle theft prevention. The articles must cite the ATPA as a source of funding. Forward article copies to the ATPA.
- Contact 200 residences within your community with a door-to-door strategy. Inform them of the most up to date auto theft prevention strategies.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XV. Non-Profit Organization Evaluation Criteria

- Number of programs/seminars conducted.
- Number of vehicles etched.
- Number of fliers/brochures distributed.
- Number of theft prevention articles written and published.
- Number of residences contacted.

XVI. Reporting Schedule

| Organization Type | Quarterly Progress and Financial Reports | | Due Date |
|-------------------------------|--|----------------------|----------|
| Law Enforcement Agency | Progress Report (GRANTS-037) | 10-01-19 to 12-31-19 | 01-31-20 |
| | Financial Report (GRANTS-035) | 10-01-19 to 12-31-19 | 01-31-20 |
| Prosecuting Attorney's Office | Progress Report (GRANTS-037) | 01-01-20 to 03-31-20 | 04-30-20 |
| | Financial Report (GRANTS-035) | 01-01-20 to 03-31-20 | 04-30-20 |
| Non-Profit Organization | Progress Report (GRANTS-037) | 04-01-20 to 06-30-20 | 07-31-20 |
| | Financial Report (GRANTS-035) | 04-01-20 to 06-30-20 | 07-31-20 |
| | Financial Report (GRANTS-035) | 07-01-20 to 09-30-20 | 10-15-20 |
| | Progress Report (GRANTS-037) | 07-01-20 to 09-30-20 | 10-31-20 |

| Felony Charges | MCL | Arrest Points |
|---|----------|---------------|
| Altering Vehicle Identification Number with Intent to Mislead | 750.415 | 10 |
| Arson - Owner Involved | 750.75 | 14 |
| Car-jacking | 750.629a | 8 |
| Chop Shop | 750.535a | 14 |
| Continuing Criminal Enterprise | 750.169l | 14 |
| Counterfeit Insurance Certificates | 257.222 | 6 |
| Embezzlement | 750.174 | 6 |
| Failure to Return Rental Vehicle | 750.362 | 6 |
| False Certification | 257.903 | 12 |
| False Police Report | 750.411a | 8 |
| False Pretenses | 750.218 | 12 |
| False Statement in Application for Title | 257.254 | 12 |
| Forged License Documents/License Plates | 257.257 | 6 |
| Insurance Fraud - Owner Staged Arson/Larceny/Theft | 500.4511 | 14 |
| Interstate Transportation of Stolen Motor Vehicle | 750.535 | 14 |
| Larceny by Conversion | 750.362 | 6 |
| Larceny from Motor Vehicle | 750.356a | 4 |
| Obtain Personal Identification (ID) Without Permission | 257.324 | 6 |
| Odometer Fraud | 257.233a | 12 |
| Operating License Forged, Altered, or False | 257.324 | 6 |
| Possess or Sell Rosette Rivets | 750.415 | 4 |
| Possess Stolen Vehicle with Intent to Pass Title | 257.254 | 10 |
| Repair - Salvage Facility Violation | 257.217 | 4 |
| Receiving and Concealing Stolen Property | 750.535 | 8 |
| Unlawfully Driving Away Automobile | 750.413 | 6 |
| Unlawful Use | 750.414 | 4 |
| Use Fraudulent ID to Lease or Purchase Vehicle | 750.415 | 12 |
| All Other Charges | | 2 |

XVII. Arrest Ranking

Note to Arrest Rankings:

- Team takes credit for most serious charge against subject and ignores others.
- Team takes credit for original arrest charge, even if reduced later by prosecutor.
- If subject is arrested on three separate warrants, team may count three arrests.
- Attempted crimes or conspiracy to commit crime earns same points as listed.

XVIII. Special Conditions

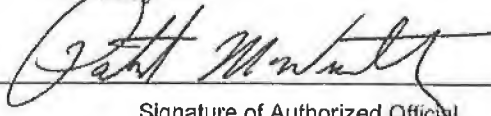
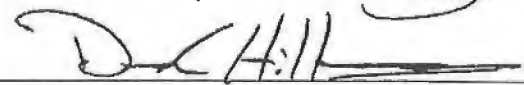
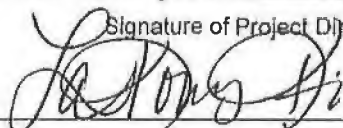
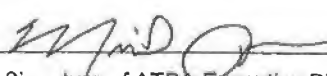
This contract is valid upon approval and execution by the ATPA.

This contract is conditionally approved, subject to and contingent upon the availability of funds.

The grantees will not assume any responsibility or liability for costs incurred by the ATPA prior to the full execution of this contract.

XIX. Contract Signatures

Grant funding will not be released until all requirements of the signed grant contract have been agreed upon. The undersigned has the authority to accept the terms of this grant contract.

| | | |
|---|--|---------|
| Patrick McNulty |  | 9/11/19 |
| Printed Name of Authorized Official | Signature of Authorized Official | Date |
| Derek Hillman |  | 9-11-19 |
| Printed Name of Project Director | Signature of Project Director | Date |
| LATONYA FINLEY |  | 9-11-19 |
| Printed Name of Financial Contact | Signature of Financial Contact | Date |
| MICHAEL JOHNSON |  | 9/23/19 |
| Printed Name of ATPA Executive Director | Signature of ATPA Executive Director | Date |



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

38

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1026
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

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87

October 2, 2019

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriation the FY 2020 Auto Theft Prevention Authority (ATPA) - Grosse Pointe East Side Action Team Grant

The Michigan State Police have awarded the City of Detroit Police Department with the FY 2020 Auto Theft Prevention Authority (ATPA) - Grosse Pointe East Side Action Team Grant for a total of \$137,625.00. The State share \$137,625.00 of the approved amount, and there is a required cash match of \$91,750.00. The total project cost is \$229,375.00. The grant period is October 1, 2019 through September 30, 2020. The grant was adopted in the FY 2020 budget in the amount of \$208,850.00. The grant was awarded at a higher value than was budgeted. We are asking for an increase in appropriation 20603, in the amount of \$20,525.00, in order to reflect the total project cost of \$229,375.00.

The objective of the grant is to implement innovative programs to address auto theft and fraud in partnership with Grosse Pointe Park Public Safety and the Harper Woods Police Department. The funding allotted to the department will be utilized to help the Department stop car-jacking, embezzlement, and other auto-related crimes. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20603, with the match amount coming from appropriation number 00380.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs
Director, Office of Development and Grants

CC: Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department
This request has been approved by the Office of Budget

NOV 18 2019 M.T.F. to NB (JA) 3-0

CITY CLERK OCT 24 2019

RESOLUTION

Council Member _____

WHEREAS, the Detroit Police Department is requesting authorization to accept a grant of reimbursement from the Michigan State Police, in the amount of \$137,625.00, to implement innovative programs to address auto theft and fraud, in partnership with Grosse Pointe Park Public Safety and the Harper Woods Police Department; and

WHEREAS, this request has been approved by the Law Department; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to increase the budget accordingly for Appropriation number 20603, in the amount of \$20,525.00, in order to equal the total project cost of the grant, in the amount of \$229,375.00, which includes a cash match coming from Appropriation 00380, for the FY 2020 Auto Theft Prevention Authority (ATPA) - Grosse Pointe East Side Action Team Grant.

**Memorandum of Agreement
Between
Grosse Pointe Park Public Safety
and
Harper Woods Police Department
and
Detroit Police Department**

I. PARTIES

This Memorandum of Agreement (Agreement) is entered into by and between Grosse Pointe Park Public Safety, referred to hereinafter as the Grantee, and Harper Woods Police Department, Detroit Police Department.

Grosse Pointe Park Public Safety, Harper Woods Police Department, Detroit Police Department, are collectively referred to hereinafter as ACTION.

II. PURPOSE

The purpose of this Agreement is to set forth the conditions and responsibilities of ACTION as stated in the Auto Theft Prevention Authority (ATPA) Grant Contract.

III. AGREEMENT

ACTION is committed to accomplishing the following objectives as outlined in the ATPA Grant Contract between the ATPA and the Grantee.

Grosse Pointe Park Public Safety will:

- a. Reduce the number of auto thefts in grant coverage area, as grant coverage area is defined in the ATPA Grant Application, by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the ATPA the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Receive quarterly progress and reimbursement requests from participating agencies, compile received reports, and submit compiled data with supporting documentation to the ATPA by the designated due dates.

Harper Woods Police Department will:

- a. Reduce the number of auto thefts in grant coverage area, as grant coverage area is defined in the ATPA Grant Application, by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies and UCR requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grantee the dollar amount deposited into the designated forfeiture account on progress reports.

- f. Submit quarterly progress and reimbursement requests to the Grantee by the designated due dates.

Detroit Police Department will:

- a. Reduce the number of auto thefts in grant coverage area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies and UCR requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grantee the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress and reimbursement requests to the Grantee by the designated due dates.

The Parties mutually agree:

- a. To make all reasonable efforts to ensure that all reports are submitted to the Grantee, compiled, and forwarded to the ATPA by the designated due date.
- b. To work cooperatively to fulfill all grant requirements as stated in the ATPA Grant Contract.
- c. To use the Michigan High Intensity Drug Trafficking Areas' Deconfliction Center on all cases, when applicable.

IV. CORRESPONDENCE

All notices or other written communications shall be addressed as indicated in this section, or as specified, by a subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other communications required by, or related to, this Agreement shall be in writing and shall be delivered in one of the following manners:

- a. In person;
- b. By certified registered mail, return receipt requested, with all postage or charges prepaid; or,
- c. By email to the email address identified for the authorized representative.

Grosse Pointe Park Public Safety:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Harper Woods Police Department:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Detroit Police Department:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

V. TERM

This Agreement is contingent upon funds being awarded by the ATPA for auto-theft prevention activities. This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, for a period beginning October 1, 2019, through September 30, 2020, unless terminated early, as hereinafter set forth.

VI. TERMINATION

Any party may terminate this Agreement for any reason, provided that at least thirty (30) days advance written notice of termination is given to the non-terminating parties by the terminating party.

VII. ENTIRE AGREEMENT AND AMENDMENT

This Agreement is the complete and exclusive statement of the Agreement between the Parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, proposals, and other communications between the Parties either oral or written. This Agreement may only be amended by a written document signed by the Parties, by and through their duly authorized representatives. Any party may change its authorized representative(s) or address for an authorized representative during the term of this Agreement by providing written notice to the other parties in accordance with Section IV above. It is not necessary to amend this Agreement for the sole purpose of changing an authorized representative or address for an authorized representative.

VIII. SIGNATORIES

Grosse Pointe Park Public Safety

Date

Harper Woods Police Department

Date

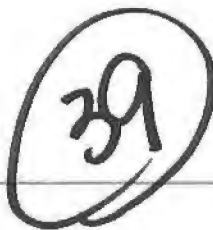
Detroit Police Department

Date

| GROSSE POINTE PARK PUBLIC SAFETY | | |
|----------------------------------|----------------|-------------------|
| ACTION TEAM | | |
| COMBINED BUDGET DETAIL | | |
| G-1-20 | | |
| | | Percent |
| | 2020 | 60% |
| | ATPA STAFF | ATPA |
| | RECOMM | SHARE |
| SWORN EMPLOYEES | | |
| (1) Detroit Police-Sergeant | 75,405 | 45,243.00 |
| Fringe Benefits | 24,130 | 14,478.00 |
| Overtime | 11,311 | 6,786.60 |
| (1) Detroit Police-Patrolman | 63,625 | 38,175.00 |
| Fringe Benefits | 20,360 | 12,216.00 |
| Overtime | 9,544 | 5,726.40 |
| TOTAL SWORN EMPLOYEES | 204,375 | 122,625.00 |
| VEHICLES | | |
| (2) vehicles | 25,000 | 15,000.00 |
| TOTAL VEHICLES | 25,000 | 15,000.00 |
| GRAND TOTAL | | |
| | 229,375 | 137,625.00 |
| REIMBURSEMENT PERCENT | | 60% |



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS



COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1026
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV



October 2, 2019

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the FY 2020 Auto Theft Prevention Authority (ATPA) – South East Auto Theft Team Grant

The Michigan State Police have awarded the City of Detroit Police Department with the FY 2020 Auto Theft Prevention Authority (ATPA) – South East Auto Theft Team Grant for a total of \$52,841.00. The State share is \$52,841.00 of the approved amount, and there is a required cash match of \$35,227.00. The total project cost is \$88,068.00. The grant period is October 1, 2019 through September 30, 2020. The grant was adopted in the FY 2020 budget in the amount of \$86,483.00. The grant was awarded at a higher value than was budgeted. We are asking for an increase in appropriation 20606, in the amount of \$1,585.00, in order to reflect the total project cost of \$88,068.00.

The objective of the grant is to implement innovative programs to address auto theft and fraud in partnership with Garden City Police Department, Washtenaw County Sheriff's Department, and the Michigan Department of State. The funding allotted to the department will be utilized to help the Department stop car-jacking, embezzlement, and other auto-related crimes. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20606, with the match amount coming from appropriation number 00380.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs
Director, Office of Development and Grants

CC: Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department
This request has been approved by the Office of Budget

NOV 18 2019 M.T.F. to NB (RM) 3-0

RESOLUTION

Council Member _____

WHEREAS, the Detroit Police Department is requesting authorization to accept a grant of reimbursement from the Michigan State Police, in the amount of \$52,841.00, to implement innovative programs to address auto theft and fraud, in partnership with Garden City Police Department, Washtenaw County Sheriff's Department, and the Michigan Department of State; and

WHEREAS, this request has been approved by the Law Department; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to increase the budget accordingly for Appropriation number 20606, in the amount of \$1,585.00, in order to equal the total project cost of the grant, in the amount of \$88,068.00, which includes a cash match coming from Appropriation 00380, for the FY 2020 Auto Theft Prevention Authority (ATPA) – South East Auto Theft Team Grant.

**Memorandum of Agreement
Between
Michigan State Police
and
Detroit Police Department
and
Garden City Police Department
and
Washtenaw County Sheriff's Department
and
Michigan Department of State**

I. PARTIES

This Memorandum of Agreement (Agreement) is entered into by and between Michigan State Police, referred to hereinafter as the Grantee, and Detroit Police Department, Garden City Police Department, Washtenaw County Sheriff's Department, Michigan Department of State

Michigan State Police, Detroit Police Department, Garden City Police Department, Washtenaw County Sheriff's Department, Michigan Department of State, are collectively referred to hereinafter as SEATT.

II. PURPOSE

The purpose of this Agreement is to set forth the conditions and responsibilities of SEATT as stated in the Auto Theft Prevention Authority (ATPA) Grant Contract.

III. AGREEMENT

SEATT is committed to accomplishing the following objectives as outlined in the ATPA Grant Contract between the ATPA and the Grantee.

Michigan State Police will:

- a. Reduce the number of auto thefts in grant coverage area, as grant coverage area is defined in the ATPA Grant Application, by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the ATPA the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Receive quarterly progress and reimbursement requests from participating agencies, compile received reports, and submit compiled data with supporting documentation to the ATPA by the designated due dates.

Detroit Police Department will:

- a. Reduce the number of auto thefts in grant coverage area, as grant coverage area is defined in the ATPA Grant Application, by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies and UCR requirements for submission of data.

- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grantee the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress and reimbursement requests to the Grantee by the designated due dates.

Garden City Police Department will:

- a. Reduce the number of auto thefts in grant coverage area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies and UCR requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grantee the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress and reimbursement requests to the Grantee by the designated due dates.

Washtenaw County Sheriff's Department will:

- a. Reduce the number of auto thefts in grant coverage area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies and UCR requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grantee the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress and reimbursement requests to the Grantee by the designated due dates.

Michigan Department of State will:

- a. Reduce the number of auto thefts in grant coverage area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies and UCR requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grantee the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress and reimbursement requests to the Grantee by the designated due dates.

The Parties mutually agree:

- a. To make all reasonable efforts to ensure that all reports are submitted to the Grantee, compiled, and forwarded to the ATPA by the designated due date.
- b. To work cooperatively to fulfill all grant requirements as stated in the ATPA Grant Contract.
- c. To use the Michigan High Intensity Drug Trafficking Areas' Deconfliction Center on all cases, when applicable.

IV. CORRESPONDENCE

All notices or other written communications shall be addressed as indicated in this section, or as specified, by a subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other communications required by, or related to, this Agreement shall be in writing and shall be delivered in one of the following manners:

- a. In person;
- b. By certified registered mail, return receipt requested, with all postage or charges prepaid; or,
- c. By email to the email address identified for the authorized representative.

Michigan State Police:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Michigan Department of State:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Detroit Police Department:

Contact: *Chana Rivers, Program Analyst - Police*
Address: *121 Third Street, 6th Floor*
City, State, Zip: *Detroit MI 48226*
Telephone: *(313) 594-2105*
Email: *riversc755@detroitmi.gov*

Garden City Police Department:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Washtenaw County Sheriff's Department:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

V. TERM

This Agreement is contingent upon funds being awarded by the ATPA for auto-theft prevention activities. This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, for a period beginning October 1, 2019, through September 30, 2020 unless terminated early, as hereinafter set forth.

VI. TERMINATION

Any party may terminate this Agreement for any reason, provided that at least thirty (30) days advance written notice of termination is given to the non-terminating parties by the terminating party.

VII. ENTIRE AGREEMENT AND AMENDMENT

This Agreement is the complete and exclusive statement of the Agreement between the Parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations,

proposals, and other communications between the Parties either oral or written. This Agreement may only be amended by a written document signed by the Parties, by and through their duly authorized representatives. Any party may change its authorized representative(s) or address for an authorized representative during the term of this Agreement by providing written notice to the other parties in accordance with Section IV above. It is not necessary to amend this Agreement for the sole purpose of changing an authorized representative or address for an authorized representative.

VIII. SIGNATORIES

Michigan State Police

Date

Detroit Police Department

Date

Garden City Police Department

Date

Washtenaw County Sheriff's Department

Date

Michigan Department of State

Date

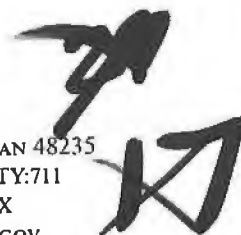
| SOUTH EAST AUTO THEFT TEAM (SEATT) | | | | | |
|------------------------------------|--------|-------------|--------------|------------|---------|
| DETROIT PD BUDGET DETAIL | | | | | |
| G-17-20 | | | | | |
| | | | | | Percent |
| | 2019 | 2020 | | | 60% |
| | BUDGET | APPLICATION | BUDGET | ATPA STAFF | ATPA |
| | | BUDGET | MODIFICATION | RECOMM | SHARE |
| SWORN EMPLOYEES | | | | | |
| Salaries & Wages: | | | | | |
| (1)Detroit PD-Detective | 59,363 | 62,681 | | 62,681 | 37,609 |
| Fringe Benefits | 19,257 | 20,685 | | 20,685 | 12,411 |
| Overtime | 4,452 | 4,702 | | 4,702 | 2,821 |
| TOTAL SWORN EMPLOYEES | 83,072 | 88,068 | - | 88,068 | 52,841 |
| REIMBURSEMENT PERCENT | 60% | | | | 60% |



CITY OF DETROIT
PARKS & RECREATION DEPARTMENT
ADMINISTRATION OFFICE



18100 MEYERS
DETROIT, MICHIGAN 48235
(313) 224-1100 • TTY:711
(313) 224-3544 FAX
WWW.DETROITMI.GOV



October 23, 2019

Honorable City Council;

Re: Authorization to accept a donation of artwork from the artist Barry Lehr to be installed at Palmer Park.

Detroit General Services Department requests authorization from your Honorable Body to accept a donation of artwork from artist, Barry Lehr, to be installed at Palmer Park.

The artwork is a sculpture, Ascension; it is a tall slender steel construction. The sculpture is composed of three curved, hollow steel slabs of the same basic shape, stacked vertically on an internal structural mast. The slabs are rotated and permanently set at slightly different angles. The sculpture is approximately 12 ft. tall x 5 ft. wide and weighs 700 pounds. The estimated value of the artwork is \$30,000.

As a gift, the ownership rights to the sculpture will be transferred entirely to the city. Any rights to the sculpture, by the artists, or their descendants will be transferred in their entirety to the City of Detroit.

We respectfully request your authorization to accept and install this donation of artwork with a waiver of reconsideration

Sincerely,

LaJuan Counts
Director

NOV 14 2019



RESOLVED

Council Member _____

Whereas, the General Services Department is requesting authorization to accept a donation of artwork from the artist, Barry Lehr, to be installed at Palmer Park,

Whereas, the sculpture is composed of three curved, hollow steel slabs of the same basic shape, stacked vertically on an internal structural mast. The slabs are rotated and permanently set at slightly different angles. The sculpture is approximately 12 ft. tall x 5 ft. wide and weighs 700 pounds. The estimated value of the artwork is \$30,000

Whereas, the ownership rights of the sculpture will be transferred entirely to the city. Any rights to the sculpture, by the artists, or their descendants will be transferred in their entirety to the City of Detroit

Resolved, the General Services Department has authorization to accept a donation of artwork from artist, Barry Lehr, to be installed at Palmer Park.



ASSET IMPROVEMENT AUTHORIZATION

AIM Code:

DPRD Prop #:

Request tracking #: RP0105

Form Purpose

This form is for individuals or organizations who wish to provide labor, artwork, or funding to physically improve or enhance a City asset. Requestor and project information is initially populated from information provided in the SmartSheet application process. In the event of any conflict between this document and the SmartSheet, this document shall prevail.

Requestor Information

| | |
|---|--|
| Applicant Name: People for Palmer Park | Contact Name: Rochelle Lento |
| Address: PO Box 43735 Detroit, MI 48243 | Phone: 313-727-9925 |
| Email: rlento@dykema.com | Website: https://www.peopleforpalmerpark.org |
| Preferred contact method: Email | Organization type: Non Profit |

Affected City Asset or Location

| | |
|---|--|
| Asset or Location Name: Palmer Park | |
| Address: 910 Merrill Plaisance, Detroit, MI 48203 | Specific location at the property: south end of the Park |

Project Summary

PFPP has learned that a sculpture named Ascension Sculpture used to be in Palmer Park as been found the garage of an artist hired by the City to restore it many years ago. Looking to install it in its original location.

Improvement Type

| | |
|--------------------------------|--|
| Affects a Park: YES | Affects a Facility: NO |
| Will Do Maintenance: NO | Desire to wave usage fees in exchange: N/A |
| Physical Improvement Type: N/A | Estimated Value: \$1,780-\$2240 |

Responsibilities

This set of questions is to make sure that the proposed responsibilities for the initial work and the ongoing maintenance and reinvestment are clearly understood.

Who would be responsible for the Planning and Design?: N/A Returning to the original designed location.

Responsibilities (continued)

Who would be responsible for the Construction?: The City would be responsible for transporting the sculpture. Precision Installations, who works with the DIA and has been recommended by the artist, would be able to transport and install the sculpture for a price in the range of \$2240. However, we may be able to receive a \$500 discount for PFPP being a non-profit, bringing the price to \$1740.

Who would be responsible for Security at the site if required?: N/A

Who would be responsible for the Cleanup, and Restoration if required?: Applicant - The sculpture has already been restored.

What are the scheduled Maintenance Requirements for the improvement, and who would be responsible for doing them?: City - City will be responsible for maintaining the Sculpture if needed at the Park.

By submitting this request I/We/Our Organization agree(s) to abide by all rules and policies of the City of Detroit and the General Services Department, Parks and Recreation Division. I/We also agree that all information submitted in this Park Improvement Authorization Form is true and accurate to the best of my/our knowledge and I/We hereby request that the Parks and Recreation Division consider my/our Project for approval. I/We agree at my/our own expense to defend, indemnify, save and hold harmless the City of Detroit, its officers, employees and agents against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against myself/us and/or the City of Detroit by reason of or resulting from my/our use of the DPRD Property named above and construction of this Project as described herein.

Signature:

Rochelle E. Lento

Print Name:

Rochelle E. Lento

On behalf of Organization:

People for Palmer Park

Date:

9-20-19

Office of Development and Grants Authorization

☐ ODG Approval letter on file

☒ N/A

Partnership Manager:

Nikola J. Payne

Date:

9-23-19

Director Authorization

☐ Project Approved as submitted

☐ Project Denied

☐ Project Approved with changes:

PFPP says sculpture was donated to the City by the artist, through them.

GSD Director:

Janet Anderson

Date:

10-1-2019

Responsibilities (continued)

Who would be responsible for the Construction?: The City would be responsible for transporting the sculpture. Precision Installations, who works with the DIA and has been recommended by the artist, would be able to transport and install the sculpture for a price in the range of \$2240. However, we may be able to receive a \$500 discount for PFPP being a non-profit, bringing the price to \$1740.

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Signature: Rochelle E. Lento Print Name: Rochelle E. Lento

On behalf of Organization: People for Palmer Park Date: 9-20-19

Office of Development and Grants Authorization

☐ ODG Approval letter on file ☒ N/A

Partnership Manager: Nikola T. Payne Date: 9-23-19

Director Authorization

☐ Project Approved as submitted ☐ Project Denied ☐ Project Approved with changes:

PFPP says sculpture was donated to the City by the artist, through them.

GSD Director: Janet Anderson Date: 10-1-2019

Barry Lehr
1833 Fitzwater Street
Philadelphia, PA 19146

October 7, 2019

Janet Anderson, PhD
Director, General Services Department
Detroit Parks and Recreation Division
18100 Meyers Road – Lower Level
Detroit, Michigan 48235

Dear Dr. Anderson:

On behalf of myself, Barry Lehr, I am writing to offer the donation of the sculpture entitled "Ascension" which I created in 1971, to the City of Detroit to be installed in Detroit's Palmer Park. The costs of the installation are being borne by the City of Detroit.

These improvements will take place on a date to be determined by the City of Detroit. I have worked with community representatives from People for Palmer Park to ensure these improvements are desired.

The City of Detroit will have responsibility to maintain the sculpture. I recommend that any maintenance of this artwork be executed by Giorgio Gikas, Venus Bronze Works, 13401 Mt Elliott St, Detroit, MI 48212, where previous restoration and repair work has been completed.

"Ascension" is a tall, slender, steel construction created by artist Barry Lehr in 1971 in Michigan. The sculpture is composed of three curved, hollow steel slabs of the same basic shape, stacked vertically on an internal structural mast. The slabs are rotated and permanently set at slightly different angles. The sculpture was originally painted 1969-1970 Chevrolet Daytona Yellow lacquer. "Ascension" is approximately 12 ft tall x 5 ft wide and weighs about 700 pounds.

As a gift, the ownership rights to the sculpture will be transferred entirely to the city. Any rights to the sculpture, by the artists, or their descendants will be transferred in their entirety to the City of Detroit.

We respectfully request your authorization to accept and install the sculpture "Ascension", with a waiver of reconsideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Barry Lehr", with a stylized flourish extending from the end.

Barry Lehr
Artist/Donor

Donna Miller

From: Lento, Rochelle <RLento@dykema.com>
Sent: Tuesday, October 8, 2019 10:48 AM
To: Donna Miller; Juliana Fulton; Chaudhry Farhat; Tim Karl
Cc: barbara@peopleforpalmerpark.org
Subject: RE: Quote for INSTALLATION of Ascension sculpture in Palmer Park

Donna, Others,

Here is an email received from the sculpture artist this morning.

I estimate the replacement value of the sculpture "Ascension" to be \$30,000.

Barry Lehr
Artist/Owner

Rochelle E. Lento
Board President
People for Palmer Park
P.O. Box 43735
Detroit, MI 48243
www.peopleforpalmerpark.org

313-727-9925-cell

From: Donna Miller <millerdo@detroitmi.gov>
Sent: Tuesday, October 8, 2019 8:57 AM
To: Lento, Rochelle <RLento@dykema.com>; Juliana Fulton <fultonj@detroitmi.gov>; Chaudhry Farhat <chaudhryf@detroitmi.gov>; Tim Karl <tkarl@detroitmi.gov>
Cc: barbara@peopleforpalmerpark.org
Subject: RE: Quote for INSTALLATION of Ascension sculpture in Palmer Park

Good Morning Rochelle

For insurance purposes, we need to know the value of the artwork. Please ask Mr. Lehr to give us an estimated value of the artwork.

Donna Miller
Administrative Assistant
City of Detroit
General Services Department
Public Space Planning Unit
313-224-1155

From: Lento, Rochelle [<mailto:RLento@dykema.com>]
Sent: Monday, October 7, 2019 9:02 PM
To: Juliana Fulton; Chaudhry Farhat; Tim Karl; Donna Miller

flickr

Explore

Create

Photos, people, or groups



Sign In



pinehurst19475

+ Follow

Sculpture: "Ascension"—Detroit MI

PRO

This painted steel sculpture was installed in Palmer Park back in 1977. Originally, it was painted yellow, but in July 1997 was repainted purple and blue. The sculptor was Barry Leir. The work is no longer at Palmer Park.

716
Views

0
Faves

1
Comment

Taken In June 1998

© All rights reserved

ⓘ Show EXIF





Public Lighting Authority

41

65 Cadillac Square, Suite 300
Detroit, MI 48226
313.324.8291 - office
313.638.2805 - fax
pladetroit.org

**Our mission is to improve,
modernize and maintain the
street lighting system in Detroit.**

October 22, 2019

The Honorable City Council
1340 Coleman A. Young Municipal Center
Detroit, Michigan 48226

**RE: Detroit Metro Convention & Visitors Bureau
Petition #1117**

Dear Council Members:

The Detroit Metro Convention & Visitors Bureau is requesting permission to hang approximately 94 banners on Jefferson Avenue (between Washington and Beaubien) and Washington Boulevard (between Jefferson and Congress) to celebrate the 2020 International Convention of AA.

The Public Lighting Authority has inspected poles and finds them to be structurally sound and is recommending approval for the Detroit Metro Convention & Visitors Bureau on the above-mentioned streets from June 24, 2020 to July 6, 2020.

Respectfully Submitted,

Beau Taylor, Executive Director
Public Lighting Authority

Enclosure: Petition

cc: Council Members
File
PLD

NOV 18 2019

CITY CLERK 2019 OCT 23 AM 11:41

M.T.F. to NB (JA) 3-D



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
ADMINISTRATION DIVISION

OFFICE OF THE
DETROIT CITY CLERK

2019 OCT 25 A 11:04

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 611
DETROIT, MICHIGAN 48226
(313) 224-3901 • TTY: 711
(313) 224-1464
WWW.DETROITMI.GOV

October 22nd, 2019

HONORABLE CITY COUNCIL

RE: Petition #1117 – Detroit Metro Convention & Visitors Bureau, request to put up banners on Jefferson Ave. and Washington Blvd. from June 24th, 2020 through July 6th, 2020 to celebrate the 2020 International Convention of AA.

The Department of Public Works, Traffic Engineering Division received the above referenced petition. This department has no objections to the placement of banners, provided that the banner installation is in compliance with the banner policy adopted by your Honorable Body on November 30, 2001, and subject to the following conditions:

1. **Ninety four (94)** banners are to be located along Washington Blvd. from W. Congress St. to W. Jefferson Srv. Dr. and on Jefferson Ave. from Washington Blvd. to Beaubien St. as shown in the attached maps.
2. The duration of banner installation shall be from June 24th, 2020 through July 6th, 2020.
3. Banners shall not exceed thirty-two (32) inches in width by ninety-four (94) inches in height and should be acrylic or vinyl with standard slitting (also called "Happy Faces").
4. Banners shall be affixed to allow minimum of (15) feet clearance from walkway surface.
5. Banners shall not include flashing lights that may be distracting to motorists.
6. Banners shall not have displayed thereon any legend or symbol which is, or resembles, or which may be mistaken for a traffic control device, or which attempts to direct the movement of traffic.
7. Commercial advertising is strictly prohibited on all banners; including telephone numbers, mailing addresses, and web site addresses.
8. A sponsoring organization's logo and/or name may be included at the bottom of the banner in a space no more than ten (10) inches in height by thirty (30) inches in length, and letter size shall be limited to four (4) inch maximum and placed at the bottom of the banner.
9. Sponsoring organizations may not include messages pertaining to tobacco and related products, alcoholic beverages, firearms, adult entertainment or sexually explicit products, or political campaigns.
10. Sponsoring organizations may not include legends or symbols which may be construed to advertise, promote the sale of, or publicize any merchandise or commodity, with the exception of sponsorship as described in the banner policy (see section 9 of the policy).
11. Banner placement must be a minimum of 120 feet or every other pole apart, whichever is greater, including banners that may exist at the time of the installation and is limited to a two thousand (2000) feet radius area of the event location or within the stated organization's boundaries.



HONORABLE CITY COUNCIL (Cont.)

Petition #1117

12. The design, method of installation and location of banners shall not endanger persons using the highway or unduly interfere with the free movement of traffic.
13. The petitioner *SHALL* secure an approval from **Public Lighting Department** to use their utility poles to hang the banners.
14. The petitioner *SHALL* secure Right of Way permit from City Engineering Division every time the banners are changed/replaced.
15. The wording on the banners will be (please see below).
16. Since Jefferson Avenue is a state trunk line in the above location, approval from the Michigan Department of Transportation is required.

If deemed appropriate by the City of Detroit, The City reserves the right to have the banners removed by the Petitioner at the Petitioner's cost prior to expiration date.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "Ron Brundidge".

Ron Brundidge, Director
Department of Public Works

Copy: Arthur Jemison, Mayor's Office
Linda Vinyard, Mayor's Office
Caitlin Marcon, DPW
Ashok Patel, DPW Traffic Engineering Division

WELCOME

2020 International
Convention

L'amour et la tolérance, voilà notre code
El amor y la tolerancia son nuestro código
Love and Tolerance Is Our Code



Detroit 2020



visitdetroit.com



Jefferson Ave

82 Double poles can accommodate 164 banners

8.2 Double poles can accommodate 16 burners.



Public Lighting Authority

65 Cadillac Square, Suite 3100
Detroit, MI 48226
313.324.8291 – office
313.638.2805 – fax
pladetroit.org

OUR MISSION is to improve,
modernize and maintain the
street lighting system in Detroit.

October 22, 2019

The Honorable City Council
1340 Coleman A. Young Municipal Center
Detroit, Michigan 48226

**RE: Detroit Metro Convention & Visitors Bureau
Petition #1117**

Dear Council Members:

The Detroit Metro Convention & Visitors Bureau is requesting permission to hang approximately 94 banners on Jefferson Avenue (between Washington and Beaubien) and Washington Boulevard (between Jefferson and Congress) to celebrate the 2020 International Convention of AA.

The Public Lighting Authority has inspected poles and finds them to be structurally sound and is recommending approval for the Detroit Metro Convention & Visitors Bureau on the above-mentioned streets from June 24, 2020 to July 6, 2020.

Respectfully Submitted,

Beau Taylor, Executive Director
Public Lighting Authority

Enclosure: Petition

cc: Council Members
File
PLD

City of Detroit
OFFICE OF THE CITY CLERK

Janice M. Winfrey
City Clerk

Andre P. Gilbert II
Deputy City Clerk

DEPARTMENTAL REFERENCE COMMUNICATION

Tuesday, October 22, 2019

To: The Department or Commission Listed Below

From: Janice M. Winfrey, Detroit City Clerk

The following petition is herewith referred to you for report and recommendation to the City Council.

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

PUBLIC LIGHTING AUTHORITY PLANNING AND DEVELOPMENT DEPARTMENT
DPW - CITY ENGINEERING DIVISION

1117 *Detroit Metro Convention & Visitors Bureau, request to hang approximately 94 banners on Jefferson and Washington from June 24, 2020 to July 6, 2020 to celebrate the 2020 International Convention of AA.*

City Of Detroit Banner Permit Application

For Banners in the Public Right-Of-Way

This application is for the proposed banner(s) for a specified period of time only. The City of Detroit will be strictly adhering to the Banner Permit Guidelines; please print them out for reference. This form must be completed and returned at least **60 days** prior to the date of installation. If submitted later than 60 days prior, application is subject to denial. If the requested Banner location is on a Michigan State Truck Line or Wayne County Road the application must be submitted at least **180 days** prior to the date of installation. After expiration of the permit (if granted), or should the banner change in any way, another application will be required.

SECTION 1 - APPLICANT INFORMATION

Contact Name: Sonya Robinson

Name of Organization: Detroit Metro Convention & Visitors Bureau

Mailing Address: 211 W. Fort, Ste. 1000, Detroit, MI 48226

Phone Number: 313-202-1997

E-Mail Address: srobinson@visitdetroit.com

Type of Banner(s) check all that apply:

☐ City of Detroit

☐ Non-Profit

☐ Other

☐ Community

☐ Business District

☒ Special Event

☐ Holiday

If registered as a non-profit, please indicate your non-profit status identification number and attach a copy of the certificate.

Non-profit identification number: _____

If applying for a business district banner(s) please identify the business district.

Business District: _____

Type of Request:

☒ Initial Permit

☐ Permit Renewal

If this request is for permit renewal, please provide the following:

Permit Identification Number: _____

Permit Expiration Date: _____

SECTION 2 – COMMERCIAL BANNER COMPANY

Contact Name: James Rimmel

Name of Organization: Banner Sign Co.

Mailing Address: 6538 Russell Street, Detroit, MI 48211

Phone Number: 313-758-6737

E-Mail Address: jim@bannersignco.com

SECTION 3 – BANNER INFORMATION

Purpose of Banner(s):

Celebrate the 2020 International Convention of AA.

Time Period to display Banner(s): Install Date: 6/24/2020 Removal Date: 7/6/2020

Number of Banner(s) to display: ~~9~~ 4

Streets on which Banner(s) are to be displayed:

Jefferson between Washington and Beaubien.

Washington between Jefferson and Congress.

Are any of the poles located on a Michigan State Trunk Line or Wayne County Road?

Refer to listing of Trunk Lines and Wayne County Roads.

☒ YES ☐ NO

Describe wording on the Banner(s) and any graphics:

"Love and tolerance is our code" in French, Spanish, and English, w/the International

Convention of AA logo (see attached).

The following items **MUST BE** included in the permit application package in order for it to be considered:

- Completed banner permit application form
- Signed and dated indemnity agreement
- Signed and dated maintenance and removal agreement
- Copy of certificate of insurance
- Sketch, drawing, or actual sample of the banner to be displayed
- Listing and/or map of the specific locations for the Banner(s)
- \$100 non-refundable permit fee
- A refundable deposit to be held in escrow presented to Business License Department prior to the issuance of the Banner Permit

The undersigned applicant(s) agrees to abide by the provisions set by the City of Detroit to suspend a Banner or Banner(s) during the time period requested for this permit.

Michael O'Callaghan
Applicant: Print Name

[Signature]
Applicant: Signature

10/11/2019
Date

James Rimmel
Commercial Banner Representative: Print Name
i.e., installer/remover

[Signature]
Commercial Banner Representative: Signature

10/11/2019
Date

AGREEMENT OF INDEMNITY

CITY OF DETROIT:

For and in consideration of the granting of a permit by the City of Detroit to suspend a Banner or Banners, the undersigned does agree to indemnify and hold harmless the City of Detroit, its officers, agents and employees from any and all claims arising out of the placement of, maintenance of, use of, or removal of banners, including claims involving Banners (or the structure upon which they are hung) falling on people or property.

INDEMNITOR (S):



Signature of Authorized Representative (Organization)

Name

211 W. Fort, Ste. 1000, Detroit, MI 48226

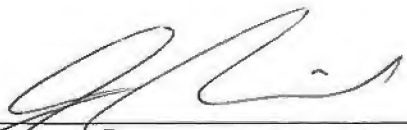
Address, City, State, Zip Code

313-202-1800

Phone Number

10/11/2019

Date



Signature of Authorized Representative (Banner Company)

James Rimmel

Name

6538 Russell Street, Detroit, MI 48211

Address, City, State, Zip Code

313-758-6737

Phone Number

10/11/2019

Date

MAINTENANCE & REMOVAL AGREEMENT

It is understood and agreed that during the initial display, and subsequent renewal periods if applicable, the permittee shall be responsible for inspecting banners and poles; replacing and/or removing banners that are torn, defaced or in general disrepair, including rigging. Where any street banner is found to present an immediate threat of harm to the public health, welfare or safety, the City shall summarily cause its removal.

It is also understood and agreed that banners are to be removed within seventy-two (72) hours of the revocation date of the permit. Any street banner not removed within that time period shall be removed by the City without notice to the permittee.

If the City removes banners because they are in disrepair, present a threat of harm, or because the permit has expired, it is understood and agreed that a portion or all of the refundable deposit will be forfeited by the permittee in order to cover the City's expense. If the expense of removal exceeds the amount of deposit, it is understood and agreed that the excess amount shall be collected from the person/entity to which the permit was issued.

It is also understood and agreed that in such cases when the City removes banners there is no guarantee that the banners can be reclaimed by the permittee.

Michael O'Callaghan
Applicant: Print Name

[Signature]
Applicant: Signature

10/11/2019
Date

James Rimmel
Commercial Banner Representative: Print Name
i.e., installer/remover

[Signature]
Commercial Banner Representative: Signature

10/11/2019
Date

STATE TRUNK LINES & WAYNE COUNTY ROADS

Banners installed on State trunk lines or Wayne County Roads are subject to additional requirements. Permits for banners on State trunk lines or Wayne County Roads must comply with State and County guidelines. Please see the City of Detroit Policy on Banners in the Public Right-of-Way for details

Michigan State Trunk Lines in the City of Detroit

| | |
|-------------------|---|
| Cadillac Square | Jeffries |
| Clark Street | John C. Lodge |
| Clifford & Middle | Michigan Avenue |
| Davison | Randolph (Cadillac Square to Jefferson) |
| Edsel Ford | Schaefer |
| Eight Mile Road | Shore Street |
| Fisher | Southfield |
| Ford Road | Telegraph Road |
| Fort Road | Van Dyke |
| Grand River | W. P. Chrysler |
| Gratiot | Washington Boulevard |
| Greenfield | Woodward |
| Groesbeck | Wyoming |
| Hoover | |

Wayne County Roads in the City of Detroit

Wayne County Roads

Chandler Park Drive
Chandler Park Drive
West Chicago Blvd.
Conant
Davison
Davison
Dix
Dix
Edward Hines Drive
Fenkell
Five Points
Gaines
Greenfield
Greenfield
West Jefferson
Joy Road
Kelly Road
Kelly Road
Lahser Road
Lamphere Road

Limits

Dickerson to Outer Drive
Whittier to Moross
Lamphere to West City Limits
South from Carpenter to Hamtramck West Line
Twelfth to Highland Park West City Limits
Syracuse to Dwyer
Woodmere to West City Limits
Rouge River Bridge to Oakwood Blvd
West City Limits to South City Limits and Warren
200 East of Wyoming to West City Limits
Eight Mile Road to Puritan
Southfield East Service Drive to 390 East
Tireman to James Couzens Drive
Paul to Tireman
Brennan to Rouge River
Greenfield to West City Limits
Morang to Kingsville
Kingsville to Eight Mile
Chalfonte to Eight Mile Road
Outer Drive South to R.R. to Outer Drive

Wayne County Roads in the City of Detroit (continued)

Wayne County Roads

Limits

| | |
|----------------------|---|
| Mack | Wayburn to North City Limits (650' of Moross) |
| McNichols | Wyoming to Five Points |
| McNichols | Alley West of Oakland to G.T.W.R.R. |
| McNichols | G.T.W.R.R. to Dequindre |
| Miller Road | Deaborn Road to Fort Street |
| Moross Road | Redmond to Mack |
| Mound | Caniff to Eight Mile |
| Outer Drive | Dunfries to Bassett |
| Outer Drive | Warren to Livernois |
| Outer Drive | Dequindre to McNichols |
| Outer Drive | Conner to Chandler Park |
| Outer Drive | Alter to Whittier |
| Outer Drive | Chandler Park to Mack |
| Schaefer Highway | Oakwood Boulevard to Dunfries |
| Schaefer Highway | Dunfries to Bassett |
| Schoolcraft | Grand River to Patton |
| Seven Mile Road East | Gratiot to Redmond |
| Seven Mile Road East | Woodward to Five Points |
| Swift | West Line of Hull to East Line of Swift |
| Tireman | 200' East of Miller Road (Meyers) to Greenfield |
| Warren | D.T.R.R. to 600' East |
| Warren | Greenfield to Heyden |
| Warren | Heyden to West City Limits |
| Wyoming | J 30' South of Michigan to Michigan |
| Wyoming | Ford Road to D.T.R.R. |

WELCOME

2020 International
Convention

L'amour et la tolérance, voilà notre code
El amor y la tolerancia son nuestro código
Love and Tolerance Is Our Code



Detroit 2020

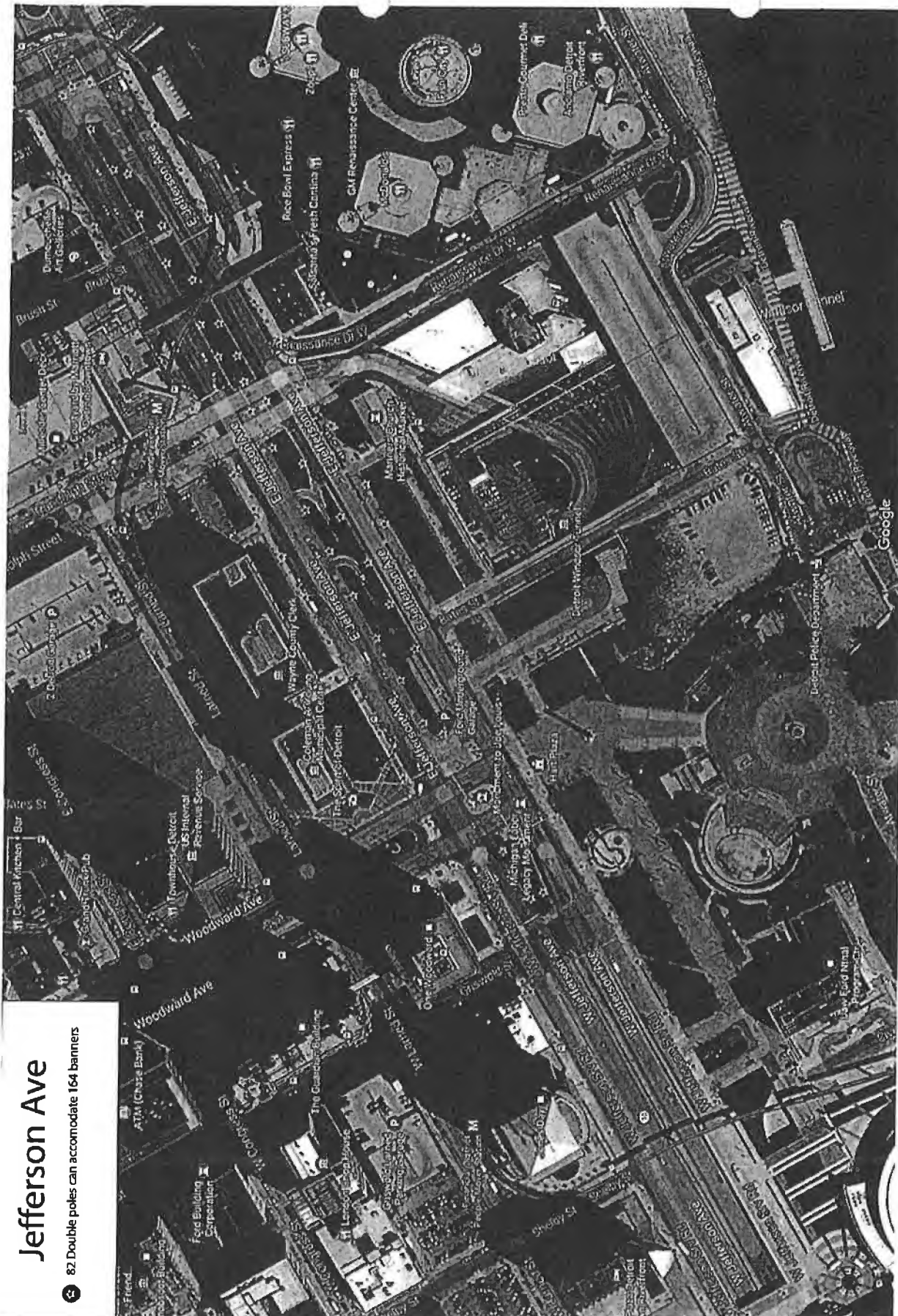


visitdetroit.com



Jefferson Ave

82 Double poles can accommodate 164 banners



BANNER JOB. 707 - JEFFERSON AVE. between WASHINGTON BLVD. & BEAUBIEN ST.

| POLE NUMBER | POLE LOCATION | TYPE OF POLE | BRACKET INFO. |
|-------------|---|--------------|---------------------------------|
| 1 | 2nd pole (North side) Jefferson East of Washington | METAL POLE | BANNERS PRESENT - Both sides |
| 2 | 2nd pole (North side) Jefferson West of Shelby | METAL POLE | BANNERS PRESENT - Both sides |
| 3 | 1st pole (North side) Jefferson West of Shelby | METAL POLE | BANNERS PRESENT - Both sides |
| 4 | 1st pole (North side) Jefferson East of Shelby | METAL POLE | BANNERS PRESENT - Both sides |
| 5 | 2nd pole (North side) Jefferson East of Shelby | METAL POLE | BANNERS PRESENT - Both sides |
| 6 | 2nd pole (Northside) Jefferson West of Griswold | METAL POLE | BANNERS PRESENT - Both sides |
| 7 | 1st pole (North side) Jefferson West of Griswold | METAL POLE | BANNERS PRESENT - Both sides |
| 8 | pole (North side) Jefferson East of Griswold | METAL POLE | BANNERS PRESENT - Both sides |
| 9 | middle pole (North side) Jefferson bet. Griswold & Woodward | METAL POLE | BANNERS PRESENT - Both sides |
| 10 | pole (North side) Jefferson West of Woodward | METAL POLE | BANNERS PRESENT - Both sides |
| 11 | pole (North side) Jefferson middle of Woodward | METAL POLE | BANNERS PRESENT - Both sides |
| 12 | 1st pole (North side) Jefferson East of Woodward | METAL POLE | BANNERS PRESENT - Both sides |
| 13 | 2nd pole (North side) Jefferson East of Woodward | METAL POLE | BANNERS PRESENT - Both sides |
| 14 | 3rd pole (North side) Jefferson East of Woodward | METAL POLE | BANNERS PRESENT - Both sides |

BANNER JOB. 707 - JEFFERSON AVE. between WASHINGTON BLVD. & BEAUBIEN ST.

| POLE NUMBER | POLE LOCATION | TYPE OF POLE | BRACKET INFO. |
|-------------|---|--------------|---------------------------------|
| 15 | 4th pole (North side) Jefferson East of Woodward | METAL POLE | BANNERS PRESENT - Both sides |
| 16 | 4th pole (North side) Jefferson West of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 17 | 3rd pole (North side) Jefferson West of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 18 | 2nd pole (North side) Jefferson West of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 19 | 1st pole (North side) Jefferson West of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 20 | 1st pole (North side) Jefferson East of Brush St. | METAL POLE | BANNERS PRESENT - Both sides |
| 21 | 2nd pole (North side) Jefferson West of Beaubien | METAL POLE | BANNERS PRESENT - Both sides |
| 22 | 1st pole (North side) Jefferson West of Beaubien | METAL POLE | BANNERS PRESENT - Both sides |
| 23 | 1st pole (median North side) Jefferson West of Beaubien | METAL POLE | BANNERS PRESENT - Both sides |
| 24 | 2nd pole (median North side) Jefferson West of Beaubien | METAL POLE | BANNERS PRESENT - Both sides |
| 25 | 3rd pole (median North side) Jefferson West of Beaubien | METAL POLE | BANNERS PRESENT - Both sides |
| 26 | 4th pole (median North side) Jefferson West of Beaubien | METAL POLE | BANNERS PRESENT - Both sides |
| 27 | 3rd pole (median North side) Jefferson East of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 28 | 2nd pole (median North side) Jefferson East of Randolph | METAL POLE | BANNERS PRESENT - Both sides |

BANNER JOB. 707 - JEFFERSON AVE. between WASHINGTON BLVD. & BEAUBIEN ST.

| POLE NUMBER | POLE LOCATION | TYPE OF POLE | BRACKET INFO. |
|-------------|--|--------------|---------------------------------|
| 29 | 1st pole (median North side) East of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 30 | pole (North in middle median) Jefferson & Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 31 | 1st pole (median North side) West of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 32 | 2nd pole (median North side) West of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 33 | 3rd pole (median North side) West of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 34 | 4th pole (median North side) West of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 35 | 3rd pole (median North side) East of Woodward | METAL POLE | BANNERS PRESENT - Both sides |
| 36 | 2nd pole (median North side) East of Woodward | METAL POLE | BANNERS PRESENT - Both sides |
| 37 | 1st pole (median North side) East of Woodward | METAL POLE | BANNERS PRESENT - Both sides |
| 38 | pole (North in middle median) Jefferson & Woodward | METAL POLE | BANNERS PRESENT - Both sides |
| 39 | pole (median North side) West of Woodward | METAL POLE | BANNERS PRESENT - Both sides |
| 40 | pole (median North side) East of Griswold | METAL POLE | BANNERS PRESENT - Both sides |
| 41 | pole (median South side) East of Griswold | METAL POLE | NO BRACKETS - Both sides |
| 42 | pole (median South side) West of Woodward | METAL POLE | BANNERS PRESENT - Both sides |

BANNER JOB. 707 - JEFFERSON AVE. between WASHINGTON BLVD. & BEAUBIEN ST.

| POLE NUMBER | POLE LOCATION | TYPE OF POLE | BRACKET INFO. |
|-------------|---|--------------|---|
| 43 | pole (Center in middle median) Jefferson & Randolph | METAL POLE | BRACKETS PRESENT - Both sides |
| 44 | pole (South in middle median) Jefferson & Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 45 | 1st pole (median South side) East of Woodward | METAL POLE | BANNERS PRESENT - Both sides |
| 46 | 2nd pole (median South side) East of Woodward | METAL POLE | BANNERS PRESENT - Both sides |
| 47 | 3rd pole (median South side) East of Woodward | METAL POLE | BANNERS PRESENT - Both sides |
| 48 | 4th pole (median South side) West of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 49 | 3rd pole (median South side) West of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 50 | 2nd pole (median South side) West of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 51 | 1st pole (median South side) West of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 52 | pole (South in middle median) Jefferson & Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 53 | pole (center of median) East of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 54 | 1st pole (median South side) East of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 55 | 2nd pole (median South side) East of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 56 | 3rd pole (median South side) East of Randolph | METAL POLE | BANNERS PRESENT - Both sides |

BANNER JOB. 707 - JEFFERSON AVE. between WASHINGTON BLVD. & BEAUBIEN ST.

| POLE NUMBER | POLE LOCATION | TYPE OF POLE | BRACKET INFO. |
|-------------|---|--------------|---------------------------------|
| 57 | 3rd pole (median South side) West of Beaubien | METAL POLE | BANNERS PRESENT - Both sides |
| 58 | 2nd pole (median South side) West of Beaubien | METAL POLE | BANNERS PRESENT - Both sides |
| 59 | pole (center of median) West of Beaubien | METAL POLE | BANNERS PRESENT - Both sides |
| 60 | 1st pole (median South side) West of Beaubien | METAL POLE | BANNERS PRESENT - Both sides |
| 61 | 1st pole (South side) West of Beaubien | METAL POLE | BANNERS PRESENT - Both sides |
| 62 | 2nd pole (South side) West of Beaubien | METAL POLE | BANNERS PRESENT - Both sides |
| 63 | 3rd pole (South side) West of Beaubien | METAL POLE | BANNERS PRESENT - Both sides |
| 64 | 4th pole (South side) West Beaubien | METAL POLE | BANNERS PRESENT - Both sides |
| 65 | 2nd pole (South side) East of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 66 | 1st pole (South side) East of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 67 | 1st pole (South side) West of Randolph | METAL POLE | BANNERS PRESENT - Both sides |
| 68 | 2nd pole (South side) West of Randolph | METAL POLE | POLE MISSING |
| 69 | 2nd pole (South side) East of Bates | METAL POLE | POLE MISSING |
| 70 | 1st pole (South side) East of Bates | METAL POLE | POLE MISSING |

BANNER JOB. 707 - JEFFERSON AVE. between WASHINGTON BLVD. & BEAUBRIEN ST.

| POLE NUMBER | POLE LOCATION | TYPE OF POLE | BRACKET INFO. |
|-------------|---|--------------|--------------------------------------|
| 71 | 2nd pole (South side) West of Bates | METAL POLE | BANNERS PRESENT - Both sides |
| 72 | 1st pole (South side) West of Bates | METAL POLE | BANNERS PRESENT - Both sides |
| 73 | pole (South side) Jefferson & Woodward | METAL POLE | BANNERS PRESENT - Both sides |
| 74 | pole (South side) West of Woodward | METAL POLE | BANNERS PRESENT - Both sides |
| 75 | pole (South side) East of Griswold | METAL POLE | BANNERS PRESENT - Both sides |
| 76 | pole (South side) Jefferson & Griswold | METAL POLE | BANNERS PRESENT - Both sides |
| 77 | 1st pole (South side) West of Griswold | METAL POLE | BANNERS PRESENT - Both sides |
| 78 | 2nd pole (South side) West of Griswold | METAL POLE | BANNERS PRESENT - Both sides |
| 79 | 3rd pole (South side) West of Griswold | METAL POLE | BANNERS PRESENT - Both sides |
| 80 | 4th pole (South side) West of Griswold | METAL POLE | BANNERS PRESENT - Both sides |
| 81 | pole (South of Westbound Jefferson) on Washington Blvd bridge | METAL POLE | BANNER PRESENT Bracket (one side) |
| 82 | pole (North of Eastbound Jefferson) on Washington Blvd bridge | METAL POLE | BANNER PRESENT Bracket (one side) |

BANNERS PRESENT ON POLES - March 26, 2019 ; THREE (3) South Bound poles MISSING

BRACKETS MISSING - one (1) pole ; ONLY BRACKETS(NO BANNERS) present - one (1) pole

Andrew J. Conquest

3-27-19

FIELD CHECKED 3-26-19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|--|--|
| PRODUCER Michigan Community Insurance Agency Inc. 49357 Pontiac Trail Ste 101 PO Box 930599 Wixom MI 48393-0599 | | CONTACT NAME: Kathy Powers PHONE (A/C, No, Ext): (248) 679-7000 FAX (A/C, No): (248) 926-5959 E-MAIL ADDRESS: certificate@MichiganCommunity.com | |
| INSURED Banner Sign Company Inc 6538 Russell Street Detroit, MI 48211 | | INSURER(S) AFFORDING COVERAGE INSURER A: Massachusetts Bay INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 22306 | |

COVERAGES

CERTIFICATE NUMBER: 2019/20 GL AU UM

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|---|---|---|-----------------------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | X | | OBD984423 | 07/30/2019 | 07/30/2020 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| OTHER: | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY | | | OBD984423 | 07/30/2019 | 07/30/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | BODILY INJURY (Per person) \$ | | | | |
| | <input type="checkbox"/> ALL OWNED AUTOS | | BODILY INJURY (Per accident) \$ | | | | |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | PROPERTY DAMAGE (Per accident) \$ | | | | |
| | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | OBD984423 | 07/30/2019 | 07/30/2020 | EACH OCCURRENCE \$ 5,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | AGGREGATE \$ 5,000,000 | | | | | |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | \$ | | | | | |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| A | Errors & Omissions | | | OBD984423 | 07/30/2019 | 07/30/2020 | Each Occurrence 1,000,000 |
| | Aggregate 2,000,000 | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Detroit
Coleman A. Young Municipal Center
2 Woodward Ave
Detroit, MI 48226

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Raymond Tuszynski

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BANNER PERMIT APPLICATION

For Banners in Public Right-Of-Ways

Hanging Banners From Utility Poles Guidelines

The City of Detroit will allow on its light poles only Banners that promote or celebrate the City, its civic institutions, or public activities and events in the City. The City light poles will not be used for commercial advertising or for promoting any political social advocacy organization or political message.

No person or entity shall install, place, affix or attach a Banner on any property within the City of Detroit without first obtaining a permit. Banner permits are approved on a first-come, first-serve basis.

There are four categories of evaluation criteria:

1. Petitioner eligibility
2. Banner permit application package and fees
3. Banner specifications
4. Banner placement

The Banner permit application package must include the following items in order to be evaluated:

- Completed banner permit application form
- Signed and dated indemnity agreement
- Signed and dated maintenance and removal agreement
- Copy of certificate of insurance – City of Detroit additional insured
- Sketch, drawing, or actual sample of the banner to be displayed
- Listing and/or map of the specific locations for the Banner(s)
- \$100 non-refundable permit fee submitted to Business License Department
- A refundable deposit to be held in escrow presented to Business License Department prior to the issuance of the Banner Permit – 5 or less Banners \$500.00; 6 or more Banners \$1000.00

Nothing may be attached to a utility or light pole without the permission of the City. The City Council can grant permission to attach Banners to Lighting Department poles. To get permission to hang Banners you must petition the City Council. The petition should identify where you want to hang the Banners, what the Banner will say and how long the Banners will hang.

No Banner will be allowed to block the view of traffic signals or signs. The Public Lighting Department will inspect the poles before advising the City Council about allowing any Banners to be attached. The permission given by City Council is good for up to six months. If you want to hang Banners for more than six months, you should petition the City Council for an extension.

The Public Lighting Department will supply a copy of its Banner Specifications upon request.

2019-10-22

1117

- 1117 *Petition of Detroit Metro Convention
& Visitors Bureau, request to hang
approximately 94 banners on
Jefferson and Washington from June
24, 2020 to July 6, 2020 to celebrate
the 2020 International Convention of
AA.*

REFERRED TO THE FOLLOWING DEPARTMENT(S)

PUBLIC LIGHTING AUTHORITY PLANNING AND
DEVELOPMENT DEPARTMENT
DPW - CITY ENGINEERING DIVISION



Public Lighting Authority

42

65 Cadillac Square, Suite 3100
Detroit, MI 48226
313.324.8291 - office
313.638.2805 - fax
pladetroit.org

45
91
OUR MISSION is to improve,
modernize and maintain the
street lighting system in Detroit.

October 22, 2019

The Honorable City Council
1340 Coleman A. Young Municipal Center
Detroit, Michigan 48226

**RE: Downtown Detroit Partnership
Petition #1074**

Dear Council Members:

The Downtown Detroit Partnership is requesting permission to use banner locations to install holiday lighting décor on approximately 260 poles on various streets in the downtown area during the holiday season.

The Public Lighting Authority has inspected poles and finds them to be structurally sound and is recommending approval for the Downtown Detroit Partnership to install holiday lighting décor on Michigan, Congress, Cass, Washington, Monroe, Griswold, State, Madison, Beaubien, Jefferson and Woodward Avenues from November 1, 2019 to March 1, 2020.

Respectfully Submitted,

Beau Taylor, Executive Director
Public Lighting Authority

Enclosure: Petition

cc: Council Members
File
PLD

NOV 18 2019 M.T.F. to NB (JA) 3-0

City of Detroit
OFFICE OF THE CITY CLERK

Janice M. Winfrey
City Clerk

Andre P. Gilbert II
Deputy City Clerk

DEPARTMENTAL REFERENCE COMMUNICATION

Friday, September 6, 2019

To: The Department or Commission Listed Below

From: Janice M. Winfrey, Detroit City Clerk

The following petition is herewith referred to you for report and recommendation to the City Council.

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

PLANNING AND DEVELOPMENT DEPARTMENT PUBLIC LIGHTING AUTHORITY
DPW - CITY ENGINEERING DIVISION

1074 *Downtown Detroit Partnership, request to hang approx. 260 banners on Michigan, Congress, Cass, Washington, Monroe, Griswold, State, Madison, Beaubien, Jefferson, Woodward from 11/1/19 to 3/1/20*

For Banners in Public Right-Of-Ways

Hanging Banners From Utility Poles Guidelines

The City of Detroit will allow on its light poles only Banners that promote or celebrate the City, its civic institutions, or public activities and events in the City. The City light poles will not be used for commercial advertising or for promoting any political social advocacy organization or political message.

No person or entity shall install, place, affix or attach a Banner on any property within the City of Detroit without first obtaining a permit. Banner permits are approved on a first-come, first-serve basis.

There are four categories of evaluation criteria:

1. Petitioner eligibility
2. Banner permit application package and fees
3. Banner specifications
4. Banner placement

The Banner permit application package must include the following items in order to be evaluated:

- Completed banner permit application form
- Signed and dated indemnity agreement
- Signed and dated maintenance and removal agreement
- Copy of certificate of insurance – City of Detroit additional insured
- Sketch, drawing, or actual sample of the banner to be displayed
- Listing and/or map of the specific locations for the Banner(s)
- \$100 non-refundable permit fee submitted to Business License Department
- A refundable deposit to be held in escrow presented to Business License Department prior to the issuance of the Banner Permit – 5 or less Banners \$500.00; 6 or more Banners \$1000.00

Nothing may be attached to a utility or light pole without the permission of the City. The City Council can grant permission to attach Banners to Lighting Department poles. To get permission to hang Banners you must petition the City Council. The petition should identify where you want to hang the Banners, what the Banner will say and how long the Banners will hang.

No Banner will be allowed to block the view of traffic signals or signs. The Public Lighting Department will inspect the poles before advising the City Council about allowing any Banners to be attached. The permission given by City Council is good for up to six months. If you want to hang Banners for more than six months, you should petition the City Council for an extension.

The Public Lighting Department will supply a copy of its Banner Specifications upon request.

City Of Detroit Banner Permit Application

For Banners in the Public Right-Of-Way

This application is for the proposed banner(s) for a specified period of time only. The City of Detroit will be strictly adhering to the Banner Permit Guidelines; please print them out for reference. This form must be completed and returned at least **60 days** prior to the date of installation. If submitted later than 60 days prior, application is subject to denial. If the requested Banner location is on a Michigan State Truck Line or Wayne County Road the application must be submitted at least **180 days** prior to the date of installation. After expiration of the permit (if granted), or should the banner change in any way, another application will be required.

SECTION 1 - APPLICANT INFORMATION

Contact Name: Alana Tucker

Name of Organization: Downtown Detroit Partnership

Mailing Address: 1 Campus Martius, Suite 380 Detroit MI 48226

Phone Number: 313-635-6953 E-Mail Address: alana.tucker@downtowndetroit.org

Type of Banner(s) check all that apply:

- | | | |
|--|--|--------------------------------|
| <input type="checkbox"/> City of Detroit | <input checked="" type="checkbox"/> Non-Profit | <input type="checkbox"/> Other |
| <input type="checkbox"/> Community | <input type="checkbox"/> Business District | |
| <input type="checkbox"/> Special Event | <input type="checkbox"/> Holiday | |

If registered as a non-profit, please indicate your non-profit status identification number and attach a copy of the certificate.

Non-profit identification number: 38-3436456

If applying for a business district banner(s) please identify the business district.

Business District: N/A

Type of Request:

- ☒ Initial Permit ☐ Permit Renewal

If this request is for permit renewal, please provide the following:

Permit Identification Number:

Permit Expiration Date:

SECTION 2 – COMMERCIAL BANNER COMPANY

Contact Name: Oscar Peterson

Name of Organization: Artistic Holiday Designs

Mailing Address: 202 Stephen St., Lemont, IL. 60439

Phone Number: 262-312-0315

E-Mail Address: oscar@artisticholidaydesigns.com

SECTION 3 – BANNER INFORMATION

Purpose of Banner(s):

Annually the Downtown Detroit Partnership installs Holiday Lighting around the downtown area. This request would be for utilization of banner location on the pole for the holiday lighting decor.

Time Period to display Banner(s): Install Date: 11/1/2019 Removal Date: 3/1/2020

Number of Banner(s) to display: 260

Streets on which Banner(s) are to be displayed:

Michigan, Congress, Cass, Washington, Monroe, Griswold, State
Madison, Beaubien, Jefferson, Woodward

Are any of the poles located on a Michigan State Trunk Line or Wayne County Road?

Refer to listing of Trunk Lines and Wayne County Roads. ☒ YES ☐ NO

Describe wording on the Banner(s) and any graphics:

Spirit of Detroit themed pole lighting decor

The following items **MUST BE** included in the permit application package in order for it to be considered:

- Completed banner permit application form
- Signed and dated indemnity agreement
- Signed and dated maintenance and removal agreement
- Copy of certificate of insurance
- Sketch, drawing, or actual sample of the banner to be displayed
- Listing and/or map of the specific locations for the Banner(s)
- \$100 non-refundable permit fee
- A refundable deposit to be held in escrow presented to Business License Department prior to the issuance of the Banner Permit

The undersigned applicant(s) agrees to abide by the provisions set by the City of Detroit to suspend a Banner or Banner(s) during the time period requested for this permit.

Alana Tucker

Applicant: Print Name



Applicant: Signature

Oscar Peterson

Commercial Banner Representative: Print Name
i.e., installer/remover



Commercial Banner Representative: Signature

8/14/2019

Date

8-14-2019

Date

AGREEMENT OF INDEMNITY

CITY OF DETROIT:

For and in consideration of the granting of a permit by the City of Detroit to suspend a Banner or Banners, the undersigned does agree to indemnify and hold harmless the City of Detroit, its officers, agents and employees from any and all claims arising out of the placement of, maintenance of, use of, or removal of banners, including claims involving Banners (or the structure upon which they are hung) falling on people or property.

INDEMNITOR (S):



Signature of Authorized Representative (Organization)

Alana Tucker

Name

1 Campus Martius, Suite 380 Detroit MI 48226

Address, City, State, Zip Code

313-635-6953

Phone Number

8/14/2019

Date



Signature of Authorized Representative (Banner Company)

Oscar Peterson

Name

202 Stephen St., Lemont, IL. 60439

Address, City, State, Zip Code

262-312-0315

Phone Number

8/14/2019

Date

MAINTENANCE & REMOVAL AGREEMENT

It is understood and agreed that during the initial display, and subsequent renewal periods if applicable, the permittee shall be responsible for inspecting banners and poles; replacing and/or removing banners that are torn, defaced or in general disrepair, including rigging. Where any street banner is found to present an immediate threat of harm to the public health, welfare or safety, the City shall summarily cause its removal.

It is also understood and agreed that banners are to be removed within seventy-two (72) hours of the revocation date of the permit. Any street banner not removed within that time period shall be removed by the City without notice to the permittee.

If the City removes banners because they are in disrepair, present a threat of harm, or because the permit has expired, it is understood and agreed that a portion or all of the refundable deposit will be forfeited by the permittee in order to cover the City's expense. If the expense of removal exceeds the amount of deposit, it is understood and agreed that the excess amount shall be collected from the person/entity to which the permit was issued.

It is also understood and agreed that in such cases when the City removes banners there is no guarantee that the banners can be reclaimed by the permittee.

Alana Tucker

Applicant: Print Name



Applicant: Signature

Oscar Peterson

Commercial Banner Representative: Print Name
i.e., installer/remover



Commercial Banner Representative: Signature

8/14/2019

Date

8/14/2019

Date

STATE TRUNK LINES & WAYNE COUNTY ROADS

Banners installed on State trunk lines or Wayne County Roads are subject to additional requirements. Permits for banners on State trunk lines or Wayne County Roads must comply with State and County guidelines. Please see the City of Detroit Policy on Banners in the Public Right-of-Way for details

Michigan State Trunk Lines in the City of Detroit

| | |
|-------------------|---|
| Cadillac Square | Jeffries |
| Clark Street | John C. Lodge |
| Clifford & Middle | Michigan Avenue |
| Davison | Randolph (Cadillac Square to Jefferson) |
| Edsel Ford | Schaefer |
| Eight Mile Road | Shore Street |
| Fisher | Southfield |
| Ford Road | Telegraph Road |
| Fort Road | Van Dyke |
| Grand River | W. P. Chrysler |
| Gratiot | Washington Boulevard |
| Greenfield | Woodward |
| Groesbeck | Wyoming |
| Hoover | |

Wayne County Roads in the City of Detroit

Wayne County Roads

Chandler Park Drive
Chandler Park Drive
West Chicago Blvd.
Conant
Davison
Davison
Dix
Dix
Edward Hines Drive
Fenkell
Five Points
Gaines
Greenfield
Greenfield
West Jefferson
Joy Road
Kelly Road
Kelly Road
Lahser Road
Lamphere Road

Limits

Dickerson to Outer Drive
Whittier to Moross
Lamphere to West City Limits
South from Carpenter to Hamtramck West Line
Twelfth to Highland Park West City Limits
Syracuse to Dwyer
Woodmere to West City Limits
Rouge River Bridge to Oakwood Blvd
West City Limits to South City Limits and Warren
200 East of Wyoming to West City Limits
Eight Mile Road to Puritan
Southfield East Service Drive to 390 East
Tireman to James Couzens Drive
Paul to Tireman
Brennan to Rouge River
Greenfield to West City Limits
Morang to Kingsville
Kingsville to Eight Mile
Chalfonte to Eight Mile Road
Outer Drive South to R.R. to Outer Drive

Wayne County Roads in the City of Detroit (continued)

Wayne County Roads

Limits

| | |
|----------------------|---|
| Mack | Wayburn to North City Limits (650' of Moross) |
| McNichols | Wyoming to Five Points |
| McNichols | Alley West of Oakland to G.T.W.R.R. |
| McNichols | G.T.W.R.R. to Dequindre |
| Miller Road | Deaborn Road to Fort Street |
| Moross Road | Redmond to Mack |
| Mound | Caniff to Eight Mile |
| Outer Drive | Dunfries to Bassett |
| Outer Drive | Warren to Livernois |
| Outer Drive | Dequindre to McNichols |
| Outer Drive | Conner to Chandler Park |
| Outer Drive | Alter to Whittier |
| Outer Drive | Chandler Park to Mack |
| Schaefer Highway | Oakwood Boulevard to Dunfries |
| Schaefer Highway | Dunfries to Bassett |
| Schoolcraft | Grand River to Patton |
| Seven Mile Road East | Gratiot to Redmond |
| Seven Mile Road East | Woodward to Five Points |
| Swift | West Line of Hull to East Line of Swift |
| Tireman | 200' East of Miller Road (Meyers) to Greenfield |
| Warren | D.T.R.R. to 600' East |
| Warren | Greenfield to Heyden |
| Warren | Heyden to West City Limits |
| Wyoming | J 30' South of Michigan to Michigan |
| Wyoming | Ford Road to D.T.R.R. |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|----------|---|---|-------------------------------|
| PRODUCER | Kamm Insurance Group, Inc. 7N024 Medinah Road PO Box 129 Medinah IL 60157-0129 | CONTACT NAME: Gina Cecconi PHONE (A/C, No, Ext): (630) 980-5000 E-MAIL: gceccconi@kammgroup.com ADDRESS: gceccconi@kammgroup.com | FAX (A/C, No): (630) 980-9311 |
| INSURED | ARTISTIC HOLIDAY DESIGNS LLC 202 STEPHEN STREET LEMONT IL 60439 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A: Hanover Insurance Company | 22292 |
| | | INSURER B: | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 2019/2020 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------------------------------------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | | OHCA953809 | 8/1/2019 | 8/1/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | OHCA953809 | 8/1/2019 | 8/1/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | OHCA953809 | 8/1/2019 | 8/1/2020 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Detroit is included as additional insured with respect to general liability coverage as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Detroit Building Safety Engineeri
and Environmental Department
2 Woodward Avenue
Suite 401
Detroit, MI 48226

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William Kamm/CECCON

William J. Kamm

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2019-09-06

1074

1074

*Petition of Downtown Detroit
Partnership, request to hang approx.
260 banners on Michigan, Congress,
Cass, Washington, Monroe, Griswold,
State, Madison, Beaubien, Jefferson,
Woodward from 11/1/19 to 3/1/20*

REFERRED TO THE FOLLOWING DEPARTMENT(S)

PLANNING AND DEVELOPMENT DEPARTMENT PUBLIC
LIGHTING AUTHORITY
DPW - CITY ENGINEERING DIVISION



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
ADMINISTRATION DIVISION

October 22nd, 2019

43

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 611
DETROIT, MICHIGAN 48226
(313) 224-3901 • TTY: 711
(313) 224-1464
WWW.DETROITMI.GOV

37
92

HONORABLE CITY COUNCIL

RE: Petition #1107 – Detroit Sports Commission, request to hang approximately 111 banners at Ford field, Gratiot Ave., Washington Blvd., Michigan Ave., Lafayette Blvd. and St. Antoine St. from December 9th, 2019 to January 1st, 2020.

The Department of Public Works, Traffic Engineering Division received the above referenced petition. This department has no objections to the placement of banners, provided that the banner installation is in compliance with the banner policy adopted by your Honorable Body on November 30, 2001, and subject to the following conditions:

1. **One hundred eleven (111) banners** are to be located along Brush St. from Beacon St. to Fisher Fwy. Service Dr.; E. Montcalm St./ St. Antoine St. from Brush St. to Beacon St.; Beacon St. from Brush St. to St. Antoine St.; Washington Blvd. from W. Lafayette Blvd. to Park Ave.; Gratiot Ave. from Randolph St. to Brush St.; W. Lafayette Blvd. from 2nd Ave. to Griswold St.; First St. from W. Fort St. to W. Lafayette Blvd.; St. Antoine St. from Monroe St. to Macomb St.
2. The duration of banner installation shall be from December 9th, 2019 to January 1st, 2020.
3. Banners shall not exceed thirty-two (32) inches in width by ninety-four (94) inches in height and should be acrylic or vinyl with standard slitting (also called "Happy Faces").
4. Banners shall be affixed to allow minimum of (15) feet clearance from walkway surface.
5. Banners shall not include flashing lights that may be distracting to motorists.
6. Banners shall not have displayed thereon any legend or symbol which is, or resembles, or which may be mistaken for a traffic control device, or which attempts to direct the movement of traffic.
7. Commercial advertising is strictly prohibited on all banners; including telephone numbers, mailing addresses, and web site addresses.
8. A sponsoring organization's logo and/or name may be included at the bottom of the banner in a space no more than ten (10) inches in height by thirty (30) inches in length, and letter size shall be limited to four (4) inch maximum and placed at the bottom of the banner.
9. Sponsoring organizations may not include messages pertaining to tobacco and related products, alcoholic beverages, firearms, adult entertainment or sexually explicit products, or political campaigns.
10. Sponsoring organizations may not include legends or symbols which may be construed to advertise, promote the sale of, or publicize any merchandise or commodity, with the exception of sponsorship as described in the banner policy (see section 9 of the policy).
11. Banner placement must be a minimum of 120 feet or every other pole apart, whichever is greater, including banners that may exist at the time of the installation and is limited to a two thousand (2000) feet radius area of the event location or within the stated organization's boundaries.

NOV 18 2019 M.T.F. to NB (JA) 3-D



HONORABLE CITY COUNCIL (Cont.)
Petition #1107

12. The design, method of installation and location of banners shall not endanger persons using the highway or unduly interfere with the free movement of traffic.
13. The petitioner *SHALL* secure an approval from **Public Lighting Department** to use their utility poles to hang the banners.
14. The petitioner *SHALL* secure Right of Way permit from City Engineering Division every time the banners are changed/replaced.
15. The wording on the banners will be (please see below).
16. Since Gratiot Avenue is a state trunk line in the above location, approval from the Michigan Department of Transportation is required.

If deemed appropriate by the City of Detroit, The City reserves the right to have the banners removed by the Petitioner at the Petitioner's cost prior to expiration date.

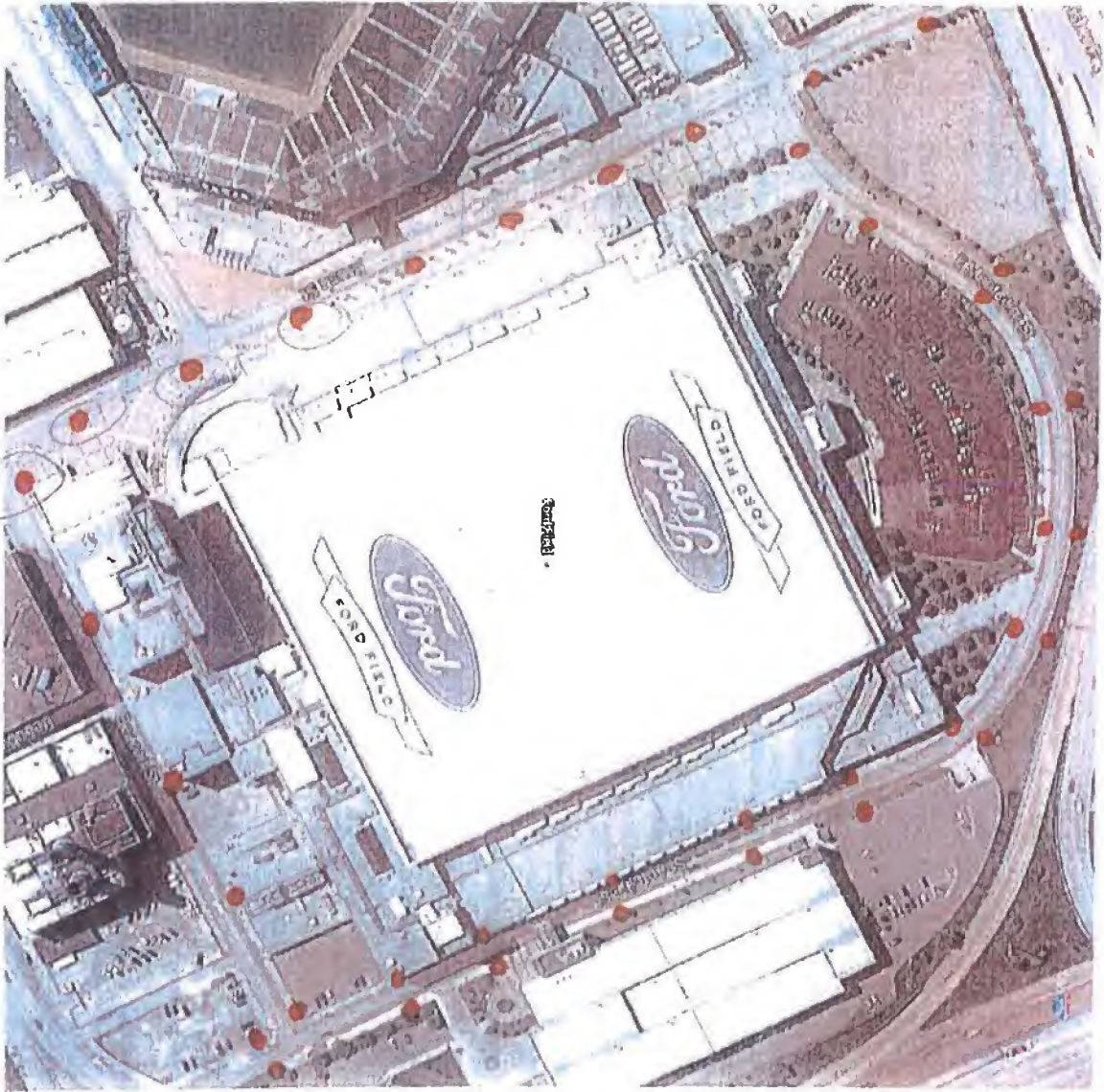
Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Ron Brundage".

Ron Brundage, Director
Department of Public Works

Copy: Arthur Jemison, Mayor's Office
Linda Vinyard, Mayor's Office
Caitlin Marcon, DPW
Ashok Patel, DPW Traffic Engineering Division



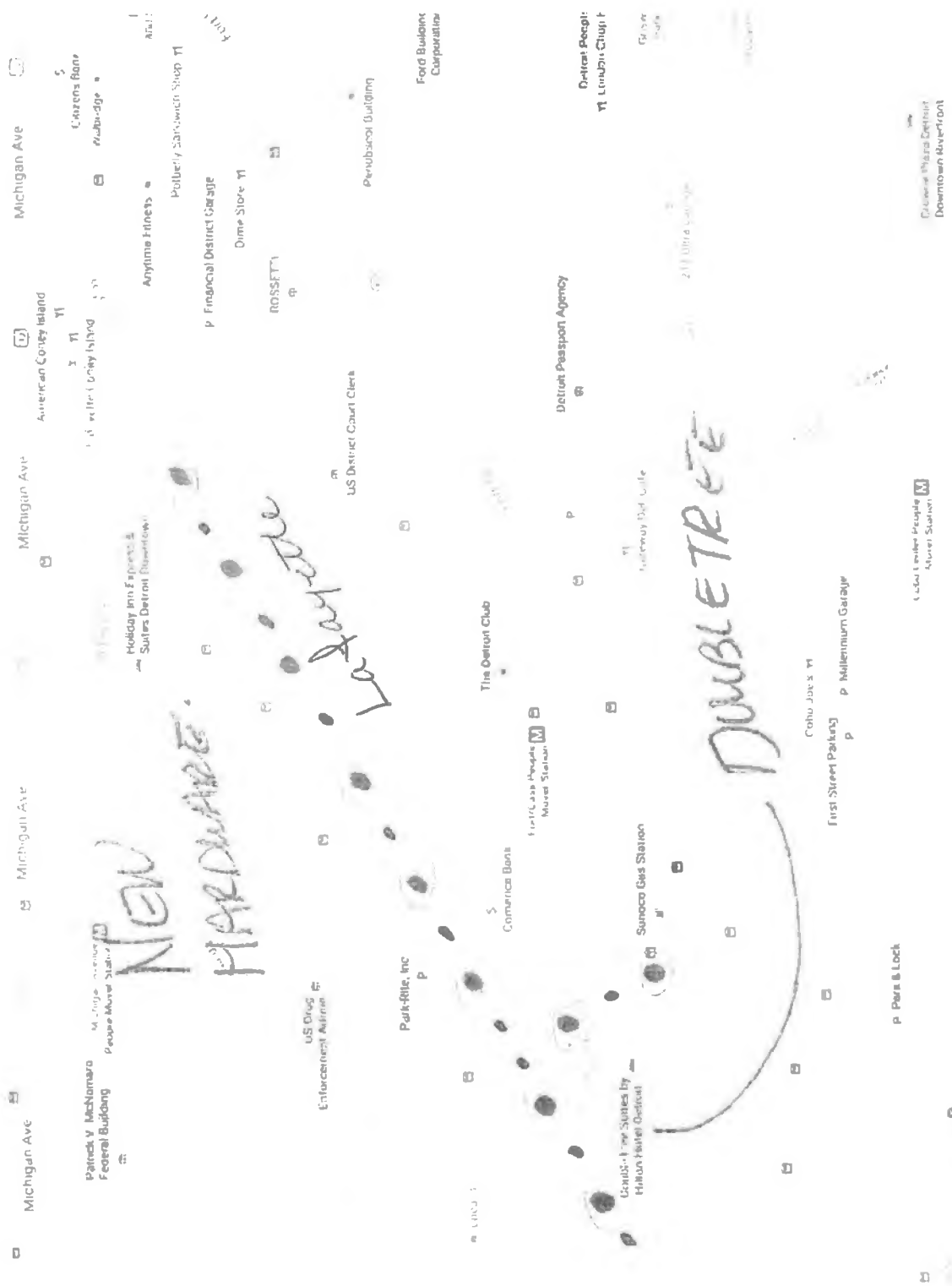


Every second pole: total 38 poles



WILKINSON ST. (SOUTH SIDE)

WILKINSON ST. (NORTH SIDE)



GREEK TOWN.

CASINO
HOTEL

New
Dubois

St. Aubine

David Whitaker, Esq.
Director

Irvin Corley, Jr.
Executive Policy Manager

Marcell R. Todd, Jr.
Deputy Director and
Senior City Planner

Janese Chapman
Deputy Director

John Alexander
LaKisha Barclift, Esq.
M. Rory Bolger, Ph.D., AICP
Elizabeth Cabot, Esq.
Tasha Cowan
Richard Drumb
George Etheridge
Deborah Goldstein

City of Detroit

CITY COUNCIL

LEGISLATIVE POLICY DIVISION

208 Coleman A. Young Municipal Center

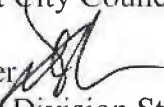
Detroit, Michigan 48226

Phone: (313) 224-4946 Fax: (313) 224-4336



Christopher Gulock, AICP
Derrick Headd
Marcel Hurt, Esq.
Klmani Jeffrey
Anne Marie Langan
Jamie Murphy
Carolyn Nelson
Kim Newby
Analine Powers, Ph.D.
Jennifer Reinhardt
Sabrina Shockley
Thomas Stephens, Esq.
David Teeter
Theresa Thomas
Kathryn Lynch Underwood
Ashley A. Wilson

TO: Honorable Detroit City Council

FROM: David D. Whitaker 
Legislative Policy Division Staff

DATE: November 8, 2019

RE: **RESOLUTION RECOGNIZING NOVEMBER 20, AS THE
TRANSGENDER DAY OF REMEMBRANCE**

On November 5, 2019 the Honorable Council Member Raquel Castañeda-López requested that the Legislative Policy Division draft a resolution recognizing November 20, in this year, 2019, and every year, henceforth as the Transgender Day of Remembrance.

Attached, please find our draft of the resolution.

Please contact us if we can be of any further assistance.

2019 NOV 8 PM 1:17

BY COUNCIL MEMBER RAQUEL CASTAÑEDA-LÓPEZ

RESOLUTION RECOGNIZING NOVEMBER 20, AS THE TRANSGENDER DAY OF REMEMBRANCE

WHEREAS, The mission of the Detroit City Council is to promote the economic, cultural and physical welfare of Detroit's citizens through Charter-mandated legislative functions; and

WHEREAS, Transgender Day of Remembrance (TDOR) is an annual observance that honors the memory of the transgender people whose lives were lost in acts of anti-transgender violence that year; and

WHEREAS, Transgender Day of Remembrance (TDOR) was started in 1999 by transgender advocate Gwendolyn Ann Smith, as a vigil to honor the memory of Rita Hester, a transgender woman who was killed in 1998. The vigil commemorated all the transgender people lost to violence since Rita Hester's death, and began an important tradition that has become the annual Transgender Day of Remembrance; and

WHEREAS, Across the United States, anti-transgender stigma and systemic discrimination heighten the vulnerability of transgender people from an early age. For transgender women of color, who comprise the vast majority of victims, these challenges are further exacerbated by and intertwined with racism and sexism; and

WHEREAS, Almost half of all transgender people in the United States will attempt suicide at one point in their lifetime, a rate that is eight times higher than the rest of the United States population; and

WHEREAS, The United States has one of the highest rates of murder of transgender people, and this ugly reality occurs in our city. According to the Human Rights Campaign (HRC) reported on June 7, 2019, in the online article titled "*Horrible Anti- LGBTQ Killings in Detroit Demand Action*":

- On May 25, 2019 Paris Cameron, 20, a Black transgender woman, was among three people killed in a horrific anti-LGBTQ shooting in a home in Detroit.
- On December 7, 2018 Keanna Mattel, 35, a Black transgender woman, was fatally shot in Detroit. In 2015, Ms. Mattel, who also went by the name Kelly Stough, spoke against the anti-trans violence, explaining that "police are unaware with our struggle so they have no sympathy for us." Ms. Mattel's friends remember her as "a sweetheart and beautiful character."

WHEREAS, There is significant incidence of misgendering or misnaming transgender victims of crime in police reports, indicating that the number of victims of violence and murder is likely far higher than what is officially reported, and local law enforcement is not required to, and frequently fails to report hate crimes, including murder, specific to the LGBTQ community; and

WHEREAS, Congress and the executive branch must act to protect and preserve the lives of all minorities through inclusive legislation. It is noteworthy to point out the foresight and success of the Wayne County Prosecutor's Office for implementing a policy that will respect the humanity of transgender people; and

WHEREAS, Wayne County Prosecutor Kym Worthy in association with Fair Michigan – a Michigan nonprofit corporation seeking to end discrimination against persons based on sex, sexual orientation, gender and gender identity – announced the issuance of the Transgender Interaction Policy on November 3, 2016; and

WHEREAS, The Transgender Interaction Policy, the first in the state, mandates employees in the Wayne County Prosecutor's Office to acknowledge transgender, intersex and gender-nonconforming individuals in a manner appropriate to the individual's gender identity, which may be different from the sex the individual was assigned at birth or listed on official identification documents; and

WHEREAS, That the Detroit City Council acknowledges the health of any community is predicated on protecting the most vulnerable, and in doing so, supports this year's Transgender Day of Remembrance, on November 20th ; and

WHEREAS, Transgender Day of Remembrance is an important reminder for all to focus on preventing anti-transgender violence in our community. **THEREFORE BE IT**

RESOLVED, That the Detroit City Council:

1. Recognizes and supports the goals and principles of Transgender Day of Remembrance; and
2. Applauds the Wayne County Prosecutor's Office Transgender Interaction Policy
3. Supports an increase in the amount and accuracy of Federal collection and reporting data for violence against transgender people; and
4. Calls on the Federal and state governments to study, respond to and prevent violence against transgender people. **NOW THEREFORE BE IT**

RESOLVED, That the City Council hereby designates November 20th , in this year, 2019, and every year, henceforth as the Transgender Day of Remembrance in the City of Detroit. **BE IT FINALLY**

RESOLVED, That copies of this resolution be forwarded to the offices of the City Clerk, the Mayor, the Detroit delegation in the Michigan legislature and the United States Congressional delegations from Michigan.